

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

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No. 13] NEW DELHI, SATURDAY, MARCH 26 1966/CHAITRA 5, 1888

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग सफलन के रूप में रखा जा सके
 Separate paging is given to this Part in order that it may be filed
 as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र १२ मार्च १९६६ तक प्रकाशित किये गये।

The undermentioned Gazettes of India Extraordinary were published up to the 12th March, 1966:—

Issue No.	No. and Date	Issued by	Subject
34	G.S.R. 364, dated 6th March, 1966.	Ministry of Home Affairs	The Defence of India (Second Amendment) Rules, 1966.
35	G.S.R. 365, dated 11th March, 1966.	Ministry of Finance	Further amendment No. 1 Excises, dated 17th November 1962.
36	G.S.R. 414, dated 12th March, 1966.	Vice-President's Secretariat	The Vice-President's Secretariat (Recruitment and Condition of Service) Rules, 1966.

ऊपर लिखे असाधारण गजटों की प्रतिया प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से १० दिन के भीतर पहुँच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II-खण्ड 3-उपखण्ड (i)

PART II—Section 3—Sub-section (i)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य-क्षेत्रों के प्रशासनों को छोड़कर) केंद्रीय प्राधिकारियों द्वारा जारी किए गए विधि के अन्तर्गत बनाए और जारी किए गए साधारण नियम (जिनमें साधारण प्रकार के आदेश, उप-नियम आदि सम्मिलित हैं)।

General Statutory Rules (including orders, bye-laws etc. of a general character) issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

MINISTRY OF HOME AFFAIRS

New Delhi, the 17th March 1966

G.S.R. 426.—In pursuance of rule 11 of the Indian Administrative Service (Pay) Rules, 1954, the Central Government, hereby makes the following amendments in schedule III to the said rules.

2. These amendments shall be deemed to have come into force with effect from the 1st February, 1966.

Amendments

(1) In the said Schedule III, under the heading 'B-Posts carrying pay in the senior time-scale of the Indian Administrative Service under the State Governments including posts carrying special pays in addition to pay in the time-scale', the existing proviso to clause (3) shall be deleted and in its place the following proviso shall be substituted, namely:—

"Provided that pay in the selection grade together with special pay, if any, shall be subject to a ceiling of Rs. 2250 per month."

(2) Under the heading 'C-Posts carrying pay above the time-scale or special pay in addition to pay in the time-scale under the Central Government when held by members of the Service' against the existing entry relating to Deputy Secretaries to the Government of India, substitute as follows:—

"Deputy Secretaries to the Govt. of India.

(i) Selection Grade.

Rs. 300/- subject to the condition that pay plus special pay does not exceed Rs. 2,250/-.

(ii) Senior scale

Rs. 300/- subject to the condition that pay plus special pay does not exceed Rs. 2,000/-

[No. 1/95/64-AIS (II).]

G.S.R. 427.—In pursuance of rule 11 of the Indian Administrative Service (Pay) Rules, 1954, the Central Government, after consultation with the Government of Jammu & Kashmir, hereby makes the following amendments to Schedule III appended to the said rules.

Amendments

(1) Under the heading 'A'—Posts carrying pay above the time scale pay in the Indian Administrative Service under the State Governments, against Jammu and Kashmir, the following entries shall be added, namely:—

(i) Financial Commissioner (Appeals)

Rs. 2250/- from 24-7-65 up to 31-8-65 and

Rs. 2500-125/- 2-2750 with effect from 1-9-65

(2) Planning Commissioner and Additional Chief Secretary to Government.

Rs. 2250/- from 24-7-65 to 31-8-65 and

Rs. 2500-125/2-2750 with effect from 1-9-65

(2) Under the heading 'B-Posts carrying pay in the senior time-scale of the Indian Administrative Service under the State Governments including posts

carrying special pays in addition to pay in the time-scale', against Jammu and Kashmir, the following entries shall be added, namely:—

- (1) Excise & Taxation Commissioner,
- (2) Transport Commissioner,
- (3) Registrar, Cooperative Societies,
- (4) Director of Tourism, and
- (5) Director of Industries and Commerce.

[No. 1/150/65-AIS(II).]

P. K. KAUL, Dy. Secy.

New Delhi, the 18th March 1966

**THE CENTRAL SECRETARIAT SERVICE SECTION OFFICERS' GRADE
(COMPETITIVE EXAMINATION) REGULATIONS, 1966**

G.S.R. 428.—In pursuance of sub-rule (9) of rule 13 of the Central Secretariat Service Rules, 1962 and in supersession of the notification of the Government of India in the Ministry of Home Affairs No. 25/4/63-(1)-CS(A), dated the 9th March, 1964, the Government of India in the Ministry of Home Affairs, hereby makes the following regulations, namely:—

1. Short title and commencement.—(1) These regulations may be called the Central Secretariat Service Section Officers' Grade (Competitive Examination) Regulations, 1966.

(2) They shall come into force on the date of their publication in the official gazette.

2. Definition.—(1) In these regulations, unless the context otherwise requires—

(a) "available vacancies" means the vacancies in the Section Officers' Grade of the Service which are decided to be filled on the results of an examination;

(b) "examination" means the combined competitive examination held by the Commission for recruitment to the Central Services, Classes I and II;

(c) "Schedule" means the Schedule appended to these regulations; and

(d) "Scheduled Castes" and "Scheduled Tribes" shall have the same meanings as are assigned to them by clauses (24) and (25) respectively of article 366 of the Constitution of India;

(2) All other words and expressions used in these regulations and not defined herein shall have the meanings respectively assigned to them in the Central Secretariat Service Rules, 1962.

3. Holding of the examination.—(1) The examination shall be conducted by the Commission in the manner notified by the Ministry of Home Affairs from time to time.

(2) The dates on which and the places at which the examination shall be held shall be fixed by the Commission.

4. Conditions of eligibility.—In order to be eligible to compete at the examination, a candidate must satisfy the following conditions, namely—

(i) **Nationality.**—(a) He must be a citizen of India, or

(b) He must belong to such categories of persons as may from time to time be notified in this behalf by the Government of India in the Ministry of Home Affairs.

(ii) **Age.**—He must have attained the age of 21 years, and must not have attained the age of 24 years on the first day of August of the year in which the examination is held:

Provided that the upper age-limit may be relaxed in respect of such categories of persons as may, from time to time, be notified in this behalf by the Government of India in the Ministry of Home Affairs, to the extent and subject to the conditions notified in respect of each category.

(iii) **Educational Qualifications.**—He must hold a degree of a University established or incorporated by or under a Central Act, a Provincial Act or a State Act, or otherwise possess any qualification recognised by the Central Government as equivalent thereto;

Provided that—

- (a) in exceptional cases, a candidate who, though not possessing any of the qualifications specified in this clause, may be treated by the Commission as qualified if he has passed examinations conducted by any institution, as are, in the opinion of the Commission, of a standard sufficient to justify his admission to the examination; and
- (b) candidates who are otherwise qualified but have taken degrees from foreign Universities may also be admitted to the examination at the discretion of the Commission.
- (iv) **Attempts at the examination.**—Unless covered by any of the exceptions notified by the Ministry of Home Affairs from time to time, in this behalf, he should not already have competed more than once at the examinations held after the 1st January, 1961.
- (v) **Fees.**—Subject to such exemptions or concessions or both, as may be notified in this behalf by the Government of India in the Ministry of Home Affairs from time to time, he shall pay the fees specified by the Commission.

5. **Canvassing of candidature.**—Any attempt on the part of a candidate to obtain support for his candidature by any means may be held by the Commission to disqualify him for admission to the examination.

6. **Decision as to eligibility.**—The decision of the Commission as to the eligibility or otherwise of a candidate for admission to the examination shall be final and no candidate to whom a certificate of admission has not been issued by the Commission shall be admitted to the examination.

7. **Results.**—(1) The names of the candidates who are considered by the Commission in their discretion to be suitable for appointment on the results of the examination shall be arranged in the order of merit and subject to the provisions of sub-regulation (5) of regulation 8, they shall be recommended for appointment in that order upto the number of appointments required to be made.

(2) The form and manner of communication of the results of the examination to individual candidates shall be decided by the Commission in their discretion.

8. **Appointments.**—(1) Success at the examination shall confer no right to appointment to the Section Officers' Grade of the Service unless the Central Government are satisfied, after such enquiry as may be considered necessary, that the candidate is suitable in all respects for appointment to public service.

(2) No candidate shall be appointed to the Section Officers' Grade of the Service unless he is, after such medical examination as the Central Government may prescribe, found to be free from any mental or physical defect which is likely to interfere with the discharge of the duties of the Service.

(3) No person who has more than one wife living or who, having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life time of such spouse, and no woman whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage, shall be eligible for any appointment on the results of the examination:

Provided that the Central Government may, if satisfied that there are special grounds for so doing, exempt any person from the operation of this sub-regulation.

(4) Save as provided in sub-regulation (5) of this regulation, appointments to the Section Officers' Grade of the Service on the results of any examination shall be made to the extent of the available vacancies, in the order of merit of the

candidates recommended by the Commission for appointment, subject to reservations for member of the Scheduled Castes and Scheduled Tribes in accordance with the orders issued by the Government of India in the Ministry of Home Affairs in this behalf from time to time.

(5) Candidates belonging to any of Scheduled Castes or Scheduled Tribes who are considered by the Commission in their discretion to be suitable for appointment on the results of the examination with due regard to the maintenance of the efficiency of administration shall be eligible to be appointed to the vacancies reserved for them irrespective of their ranks in the order of merit of the examination.

9. Penalty for impersonation or other misconduct.—A candidate who is or has been declared by the Commission guilty of impersonation or of submitting fabricated documents or documents which have been tempered with or of making statements which are incorrect or false or of suppressing material information or otherwise resorting to any other irregular or improper means for obtaining admission to the examination, or of using of attempting to use unfair means in the examination hall or of misbehaviour in the examination hall, may in addition to rendering himself liable to criminal prosecution,—

(a) be debarred permanently or for a specified period—

(i) by the Commission, from admission to any examination or from appearance at any interview held by the Commission for selection of candidates; and

(ii) by the Central Government from employment under that Government;

(b) be liable to disciplinary action under the appropriate rules, if he is already in service under Government.

[No. 25/4/63-CS(I).]

K. THYAGARAJAN, Under Secy.

CORRIGENDUM

New Delhi, the 18th March 1966

G.S.R. 429.—In the notification of the Government of India in the Ministry of Home Affairs No. F. 10/14/65-UTL-82, dated the 10th February, 1966, published as G.S.R. 254, at pages 328 to 332 of the Gazette of India, Part II—Section 3, Sub-section (i), dated 19th February, 1966,—

(a) at page 330, in lines 36 and 41, and at page 332, in line 2, for “account-rements”, read “accoutrements”;

(2) at page 331,—

(a) in lines 18 and 19, for “Administrator”, read “Administrator,”;

(b) in line 42, for “shall”, read “shall,”; and

(3) at page 332, in line 10, for “1960”, read “1860”.

[No. F. 10/14/65-UTL.]

K. R. PRABHU, Dy. Secy.

MINISTRY OF MINES AND METALS

New Delhi, the 18th March 1966

G.S.R. 430.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Geological Survey of India (Class I and Class II posts) Recruitment Rules, 1964, namely:—

1. These rules may be called the Geological Survey of India (Class I and Class II posts) Recruitment (Amendment) Rules, 1966.

2. In the Geological Survey of India (Class I and Class II posts) Recruitment Rules, 1964,—

(a) in rule 3,—

(i) in the opening paragraph, for the words and figures “in columns 2 to 12 of the said Schedule”, the words and figures “in columns 2 to 13 of the said Schedule” shall be substituted;

(ii) in the provisos, for the words and figures “column 5” and “column 6” the words and figures “Column 6” and “column 7” shall respectively be substituted;

(b) sub-rule (3) of rule 5 shall be re-numbered as clause (a) thereof and after the sub-rule has been so re-numbered, the following clause shall be inserted, namely:—

“(b) For the purposes of sub-rules (1) and (2), all permanent Class II Engineering posts in the Geological Survey of India shall be grouped together”;

(c) in the Schedule,—

(i) for the entry in column 9 against the post of Mechanical Engineer (Junior) at Serial No. 20, the following entry shall be substituted, namely:—

“50 per cent by direct recruitment through the combined Engineering Services Examination conducted by the Union Public Service Commission, and

“50 per cent by promotion, failing which by direct recruitment through the combined Engineering Services Examination conducted by the Union Public Service Commission”;

(ii) for the entry in column 6 against the post of Mineralogist (Junior) at Serial No. 22, the following entry shall be substituted, namely:—

“Essential.—(i) M.Sc. degree in Physics, Geophysics or Geology of a recognised University;

(ii) three years' experience in X-Ray and Spectroscopy and other lines of Mineral studies, including research experience in these lines.

Desirable.—Doctorate degree in Physics.”;

(iii) columns 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 shall respectively be re-numbered as columns 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 thereof and after the columns have been so re-numbered, a new column 3 with the heading ‘Number of posts’ shall be inserted and in that new column, the entries ‘153’, ‘24’, ‘53’, ‘77’, ‘18’, ‘35’, ‘52’, ‘1’, ‘3’, ‘1’, ‘5’, ‘1’, ‘4’, ‘9’, ‘47’, ‘128’, ‘2’, ‘1’, ‘4’, ‘8’, ‘3’, ‘4’, ‘3’, ‘4’, ‘5’ and ‘1’ shall respectively be inserted against serial Nos. 1 to 26.

[No. 21/23/62-M-I.]

M. S. BHATNAGAR, Under Secy.

MINISTRY OF TRANSPORT & AVIATION

(Department of Aviation)

New Delhi, the 14th March 1966

G.S.R. 431.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President, hereby makes the following rules to amend the Institute of Tropical Meteorology Subordinate Services (Class IV) Recruitment Rules, 1965, namely:—

1. These rules may be called the Institute of Tropical Meteorology Subordinate Services (Class IV) Recruitment (Amendment) Rules, 1966.

2. In the Schedule annexed to the Institute of Tropical Meteorology Subordinate Service (Class IV) Recruitment Rules, 1965, after the existing entries, the following entries shall be added, namely :—

Name of the Post	Classification.	Scale of Pay	%age of posts to be filled by direct recruitment/ promotion/ transfer	Age limit	For direct recruitment only	Period of probation (for direct recruits & promo-tees).	Whether age and educational qualifications prescribed for direct recruitment will apply in the case of transfer/ promotion	Source from which promotion is to be made	Remarks.
1	2	3	4	5	6	7	8	9	10
3. Chowkidar/ Sweeper/ Gardener/ Mazdoor	Class IV posts	Rs. 70-180-EB-1-85	100% by direct recruitment	Minimum 18 yrs.. Maximum 25 yrs.	Fitness for the post Desirable Passing in Primary School Standard	2 years	Not Applicable.	Not Applicable.	NIL."

[No. 1-M 6]/63]

P. N. Vasudevan, Under Secy.

(Department of Aviation)

New Delhi, the 16th March 1966

G.S.R. 432.—In pursuance of clause (a) of sub-section (2) of section 5 of the Defence of India Act, 1962 (51 of 1962), the Central Government hereby makes the following further amendment in the Notification of the Government of India in the late Ministry of Transport and Communications (Departments of Communications and Civil Aviation) No. G.S.R. 1815, dated the 29th December, 1962, namely:—

Amendment

In the said notification in item (iii) relating to the Indian Aircraft Rules, 1937, after the figures "158", the figures and letter "158A" shall be inserted.

[No. F. 21-A/7-66.]

S. N. KAUL, Under Secy.

(Department of Transport, Shipping and Tourism) (Transport Wing)

PORTS

New Delhi, the 15th March 1966

G.S.R. 433.—In exercise of the powers conferred by clause (k) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (15 of 1908), the Central Govern-

ment hereby makes the following rules further to amend the Port of Bombay Passenger Boats Rules, 1962, published with the notification of the Government of India in the Ministry of Transport (Department of Transport—Transport Wing) Ports, No. G.S.R. No. 1628, dated the 23rd November, 1962, the same having been previously published as required by sub-section (2) of the said section, namely:—

1. These rules may be called the Port of Bombay Passenger Boats (Amendment) Rules, 1966.

2. In the Port of Bombay Passenger Boats Rules, 1962,—

- (a) in rule 12, for the words “in his discretion”, the words, “by order and for reasons to be recorded therein”, shall be substituted;
- (b) rule 14 shall be re-numbered as sub-rule (1) thereof and after the said sub-rule, the following sub-rule shall be inserted, namely:—

“(2) Any person aggrieved by—

- (i) any alteration or reduction in the number of landing places from which a boat is licensed to ply;
- (ii) any refusal to renew the licence of a boat,

made under sub-rule (1), may prefer an appeal to the Chairman, Bombay Port Trust”;

(c) for rule 15, the following rule shall be substituted, namely:—

“15. *Suspension and revocation of licences.*—(1) In the event of any licensed boat being at any time found unfit for the conveyance of the public or of the licensee or other attendant thereof appearing unfit to be entrusted with the charge of the same or of the boat being used for any purpose other than that for which the licence is granted or in the case of breach of any of the provisions of these rules, the Deputy Conservator, after giving the licensee an opportunity to be heard may, by order in writing and for reasons to be recorded therein, suspend or revoke the licence.

(2) Any person aggrieved by an order under sub-rule (1) may prefer an appeal to the Chairman, Bombay Port Trust.”

[No. F. 8-PG(103)/64.]

New Delhi, the 18th March 1966

G.S.R. 434.—In exercise of the powers conferred by sub-section (1) of section 6 of the Indian Ports Act, 1908 (15 of 1908), the Central Government hereby makes the following rules further to amend the Port of Kandla (Petroleum) Rules, 1955, the same having been previously published as required by sub-section (2) of the said section, namely:—

RULES

1. These rules may be called the Port of Kandla (Petroleum) Amendment Rules, 1966.

2. In the Port of Kandla (Petroleum) Rules, 1955 in Part I, for clause (m) of rule 6, the following clause shall be substituted, namely:—

“(m) No bunkering shall be commenced unless a portable dry chemical fire extinguisher of at least 10 lbs. capacity is on the spot of the supply pipe.”

[No. F. 2-PG(54)65.]

R. RANGARAJAN, Under Secy.

(Department of Transport, Shipping and Tourism)
(Transport Wing)

PORTS

New Delhi, the 18th March 1966

G.S.R. 435.—Whereas the immovable properties at Tondiarpet in the State of Madras, specified in the schedule hereto annexed are required for a purpose of

the Madras Port Trust Act, 1905 (Madras Act 2 of 1905), namely, providing accommodation for the employees of the Madras Port Trust;

Now, therefore, in exercise of the powers conferred by Section 33 of the Madras Port Trust Act, 1905 (Madras Act 2 of 1905), the Central Government hereby declares that the said properties are required for a public purpose and orders that proceedings be taken for obtaining possession of the same under the Land Acquisition Act, 1894 (1 of 1894);

THE SCHEDULE

Sl. No.	Description of Property		Boundaries		Name of the owner of the property.
	Survey No. of property.	Extent of area of property			
		Acres	Cents		
1	2	3	4	5	6
1.	203	3	16	On the East : Sathangadu Mettu Street (S. No. 204). On the North : Road S. No. 202. On the West : Road Sathangadu Village Street (S. No. 202). On the South : Sathangadu Cheri Road (S. No. 225).	Smt. Palaniammal.
2.	205/1	2	37	On the East : Sathangadu Gramani Garden Street (S. No. 212). On the North : S. No. 205/2. On the West : Sathangadu Mettu Street (S. No. 204). On the South : Sathangadu Cheri Road (S. No. 225).	Sh. Seshachala Gramani.
3.	205/2	1	00	On the East : Sathangadu Gramani Garden Street (S. No. 212). On the North : S. No. 206. On the West : Sathangadu Mettu Street (S. No. 204). On the South : Sathangadu Cheri Road (S. No. 225).	Sh. Seshachala Gramani.
4.	224	1	75	On the East : S. No. 222/1. On the North : S. No. 223. On the West : S. No. 212 (Sathangadu Gramani Garden Street). On the South : Sathangadu Cheri Road (S. No. 225).	Smt. Rajammal.
5.	222/1	2	04	On the East: The Tiruvottiyur High Road. On the North : S. No. 222/2. On the West : S. No. 224 and Part of S. No. 223. On the South : Sathangadu Cheri Road (S. No. 225).	Sh. Seshachala Gramani.
6.	Portion of Sathangadu Mettu Street, between Revenue Survey Nos. 203, 205/1 and 205/2.			On the East : S. No. 205/1 and Part of S. No. 205/2. On the North : Part of S. No. 204 (Sathangadu Mettu Street). On the West : S. No. 203. On the South : Sathangadu Cheri Road (S. No. 225).	

I	2	3	4	5	6
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7. Portion of Sathangadu Gramani Garden Street, between Revenue Survey Nos. 205/1 and 224. } On the East : S. No. 224.
 } On the North : Part of Sathangadu Gramani Garden Street (S. No. 212).
 } On the West : S. No. 205/1.
 } On the South : Sathangadu Cheri Road (S. No. 225).

[No. F. 13-PDI(131)/65.]

K. NARAYANAN, Dy. Secy.

संचार विभाग

नई दिल्ली, 1 मार्च, 1966

सा० का० नि० सं० 438.—संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, राष्ट्रपति ने परिवहन तथा संचार मंत्रालय के अधीन संचार तथा सिविल विमानन विभागों में हिन्दी आफिसर के पद पर व्यक्तियों की भर्ती की पद्धति का विनियमन करने के लिये एतद्द्वारा निम्नलिखित नियम बनाये हैं, अर्थात् ;—

1. **संक्षिप्त नाम**—ये नियम परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (हिन्दी आफिसर) भर्ती नियम, 1960 कह जा सकेंगे।

2. **लागू होना**—ये नियम एतद्दुपाबद्ध अनुसूची के स्तम्भ 1 में विनिर्दिष्ट पद पर भर्ती को लागू होंगे।

3. **संख्या, वर्गीकरण तथा वेतनमान**—पद की संख्या, उसका वर्गीकरण और उससे सम्बद्ध वेतनमान वे होंगे जो कि उक्त अनुसूची के स्तम्भ 2 से लेकर 4 तक में विनिर्दिष्ट हैं।

4. **भर्ती की पद्धति, आयु-सीमा और अन्य ग्रहणार्हताएं**—भर्ती की पद्धति, आयु-सीमाएं, ग्रहणार्हताएं और तत्सम्बद्ध अन्य विषय वे होंगे जो कि पूर्वोक्त अनुसूची के स्तम्भ 5 से लेकर 13 तक में विनिर्दिष्ट हैं।

परन्तु, सीधी भर्ती की बाबत अनुसूची के स्तम्भ में विनिर्दिष्ट अधिकतम आयु-सीमा को अनुसूचित जातियों/आदिम जातियों के अभ्यर्थियों, विस्थापित व्यक्तियों तथा अन्य विशेष कोटियों की दशा में, केन्द्रीय सरकार द्वारा समय-समय पर जारी किये गये आदेशों के अनुसार शिथिल किया जा सकेगा।

5. **ग्रहणार्हता**—कोई पुरुष अभ्यर्थी जिसकी एक से अधिक जीवित पत्नियां हैं और कोई स्त्री अभ्यर्थी जिसने ऐसे व्यक्ति के साथ विवाह किया है, जिसकी पहले ही एक पत्नी जीवित है, इस पद पर नियुक्ति के लिये पात्र नहीं होगा/होगी :

परन्तु भारत सरकार ऐसे किसी अभ्यर्थी को इस नियम के प्रवर्तन से छूट दे सकेगी यदि उसका समाधान हो जाता है कि ऐसा करने के विशेष कारण हैं।

अनुसूची

पद का नाम	पदों की संख्या	वर्गीकरण	वेतनमान	वरण पद है अथवा गैर-वरण पद	सीधी भर्ती वालों के लिये आयु-सीमा	शिक्षा सम्बन्धी तथा अन्य अर्हताएं जो अर्पेक्षित हैं
1	2	3	4	5	6	7

अनिवार्य

हिन्दी	एक	मा० के० से०	रु० 350—25—	लागू नहीं होता	40 वर्ष से कम	(1) मातृताप्राप्त विश्वविद्यालय की हिन्दी में कम से कम द्वितीय श्रेणी की मास्ट की या समतुल्य आनर्स की डिग्री।
आफिसर		वर्ग 2 (रात्रपत्रित) अनुसूचिवीय	500—30—590 —६० रो०—30— 890—६० रो०— 30—६30—35— 900 (पुनरीक्षित)		की जा सकती है)	(11) हिन्दी में पत्रकारिता / अनुवाद / शब्दा- वली सम्बन्धी कार्य का लगभग तीन वर्ष का अनुभव अथवा हिन्दी में उच्च प्रवीणता, उस भाषा में विरचित मौलिक कृतियों के साक्ष्य सहित (भली प्रकार अन्यथा अर्ह अभ्यर्थियों की दशा में वे अर्हताएं संघ लोक सेवा आयोग के स्वविवेकानुसार क्षियल की जा सकेंगी)।

वांछनीय

1. प्रशासनिक अनुभव।
2. दूर संचार, वेतार संक्रियाओं मौसम विज्ञान आदि जैसे तकनीकी विषयों का साधारण ज्ञान।

क्या सीधी भरती वालों के लिए विहित आयु, और शिक्षा सम्बन्धी अहंताएं, पदोन्नति वालों की दशा में भी लागू होंगी ?	परीक्षा की कालावधि, यदि कोई हो	भरती की पद्धति अर्थात् क्या सीधी भरती होगी या पदोन्नति से या बदली से; तथा विभिन्न पद्धतियों द्वारा भरी जाने वाली रिक्तियों का प्रतिशत	पदोन्नति/बदली द्वारा भर्ती की दशा में वे ग्रेड जिनसे पदोन्नति सम्मति हो तो उसकी रचना, जानी है।	यदि विभागीय पदोन्नति सम्मति विद्यमान हो तो	वे परिस्थितियां जिनमें भरती करने में संघ लोक सेवा आयोग से परामर्श किया जाना है
8	9	10	11	12	13
लागू नहीं होता	दो वर्ष	संघ लोक सेवा आयोग के जरिये सीधी भरती से	लागू नहीं होता	लागू नहीं होता	नियमों के अधीन जैसा अपेक्षित हो।

[सं० 4-ई(67)/59]

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सा० का० नि० 437.—विविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये राष्ट्रपति ने भारत सरकार, परिवहन तथा संचार मंत्रालय (संचार तथा सिविल विमानन विभाग) की अधिसूचना सा० का० नि० सं० 1511, तारीख 7 दिसम्बर, 1960 के साथ प्रकाशित परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (हिन्दी आफिसर) भर्ती नियम, 1960 में संशोधन करने के लिये एतद्द्वारा निम्नलिखित विद्यम बनाये हैं:—

1. ये नियम परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (हिन्दी आफिसर) भर्ती संशोधन नियम, 1962 कहे जा सकेंगे ।

2. परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (हिन्दी आफिसर) भर्ती नियम, 1960 के नियम 5 के स्थान पर निम्नलिखित विद्यम रखा जायेगा, अर्थात् —

“अनर्हताएं : 5(1)—कोई व्यक्ति जिसकी एक से अधिक पत्नियां जीवित हों या जो एक पत्नी के रहते हुये ऐसी दशा में विवाह करता है जिसमें उस पत्नी के जीवनकाल में विवाह होने के कारण वह शून्य हो जाता है, वह उस पद पर नियुक्त किये जाने का पात्र नहीं होगा ।

(2) वह स्त्री जिसका विवाह इस कारण शून्य है कि ऐसे विवाह के समय उसके पति की एक पत्नी जीवित थी या जिसने ऐसे व्यक्ति से विवाह किया है जिसकी एक पत्नी ऐसे विवाह के समय जीवित है, उस पद पर नियुक्त किये जाने की पात्र नहीं होगी :

परन्तु केन्द्रीय सरकार इस नियम के प्रवर्तन से किसी भी व्यक्ति को छूट दे सकेगी यदि उसका समाधान हो जाये कि ऐसा आदेश करने के विशेष कारण हैं ।

[सं० 4-ई(57)/61]

सा० का० नि० 438.—विविधान के अनुच्छेद 309 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, राष्ट्रपति ने भारत सरकार, परिवहन तथा संचार (संचार तथा सिविल विमानन विभाग) की अधिसूचना सा० का० नि० सं० 1511, तारीख 7 दिसम्बर, 1960 के साथ प्रकाशित परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (हिन्दी आफिसर) भर्ती नियम, 1960 में संशोधन करने के लिये एतद्द्वारा निम्नलिखित नियम बनाये हैं, अर्थात् —

1. ये नियम परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (हिन्दी आफिसर) भर्ती (द्वितीय संशोधन) नियम, 1962 कहे जा सकेंगे ।

2. परिवहन तथा संचार मंत्रालय संचार तथा सिविल विमानन विभाग (हिन्दी आफिसर) भर्ती नियम, 1960 के नियम 4 के परन्तुक के स्थान पर निम्नलिखित परन्तुक रख दिया जायेगा, अर्थात्—

“परन्तु अनुसूची के स्तम्भ 6 में विनिर्दिष्ट अधिकतम आयु-सीमा अनुसूचित जातियों/ आदिम जातियों के अभ्याथियों तथा विशेष कोटियों के अन्य व्यक्तियों की दशा में, केन्द्रीय सरकार द्वारा समय-समय पर जारी किये गये साधारण आदेशों के अनुसार स्थित की जा सकेगी ।”

[सं० 4-ई(57)/61]

सा० का० नि० सं० 439.—संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, राष्ट्रपति ने परिवहन तथा संचार मंत्रालय के अधीन संचार तथा सिविल विमानन विभागों में पुस्तकाध्यक्ष के पद पर व्यक्तियों की भर्ती की पद्धति का विनियमन करने के लिये एतद्वारा निम्नलिखित नियम बनाये हैं, अर्थात्—

1. **संक्षिप्त नाम**—ये नियम परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (पुस्तकाध्यक्ष) भर्ती नियम, 1960 कहे जा सकेंगे।

2. **लागू होना**—ये नियम एतदुपाबद्ध अनुसूची के स्तम्भ 1 में विनिर्दिष्ट पद पर भर्ती के लिए लागू होंगे।

3. **संख्या, वर्गीकरण और वेतनकक्ष**—पद की संख्या, उसका वर्गीकरण और उससे सम्बद्ध वेतनमान वे होंगे जो कि उक्त अनुसूची के स्तम्भ 5 से लेकर 12 तक में विनिर्दिष्ट हैं।

4. **भर्ती की पद्धति, आयु-सीमा और अन्य अर्हताएं**—भर्ती की पद्धति, आयु-सीमा, अर्हताएं और तत्सम्बद्ध अन्य विषय वे होंगे जो कि पूर्वोक्त अनुसूची के स्तम्भ 5 से लेकर 12 तक में विनिर्दिष्ट हैं।

5. **अर्हता**—कोई पुरुष अभ्यर्थी जिसकी एक से अधिक जीवित पत्नियां हैं और कोई स्त्री अभ्यर्थी जिसने ऐसे व्यक्ति के साथ विवाह किया है, जिसकी पहले ही एक पत्नी जीवित है, इस पद पर नियुक्ति के लिये पात्र नहीं होगा/होगी :

परन्तु भारत सरकार इस नियम के प्रवर्तन से ऐसे किन्हीं अभ्यर्थियों को छूट दे सकेगी, यदि उसका समाधान हो जाता है कि ऐसा करने के विशेष कारण हैं।

भनूसूची

पद का नाम	पदों की संख्या	वर्गीकरण	वेतनमान	वरण पद है अथवा गैर-वरण पद	सीधी भर्ती वालों के लिये आयु सीमा	सीधी भर्ती वालों के लिये प्रपेक्षित शिक्षा सम्बन्धी तथा अन्य ग्रन्थ ग्रहणाएँ
1	2	3	4	5	6	7
पुस्तकाध्यक्ष	एक	सा० के० से०] (वर्ग 3) अराजपत्रित (भनूसूचिबीय)	० 210-10-290- 15-320-द० रो०- 15-425	..	18 और 25 वर्ष के बीच ऊपरी आयु-सीमा को अनुसूचित जाति तथा अनुसूचित आदिम जाति के अभ्यर्थियों की दशा में पांच वर्ष तक शिथिल किया जा सकता है तथा विस्थापित व्यक्तियों तथा अन्य विशेष कोटियों की दशा में भी उसे भारत सरकार के गृह मन्त्रालय द्वारा समय-समय पर जारी किये गये साधारण प्रादेशों के अनुसार शिथिल किया जा सकता है ।	<p>ग्रह्यतामै :—</p> <ol style="list-style-type: none"> 1. स्नातक, अधिमार्ग्यता भौतिकी और गणित में ; 2. पुस्तकालय-विज्ञान का डिप्लोमा; और 3. पुस्तकाध्यक्ष के रूप में लगभग दो वर्ष का अनुभव, अधिमार्ग्यता किसी तकनीकी पुस्तकालय में ।

सीधी भर्ती वालों के लिये विहित आयु और शिक्षा संबंधी अहंताएं पदोन्नति वालों की दशा में लागू होंगी	परिव्रीक्षा की वधि, यदि कोई हो [भर्ती की पद्धति अर्थात् सीधी भर्ती होगी या पदोन्नति से या बदली से, तथा विभिन्न पद्धतियों द्वारा भरी जाने वाली रिक्तियों का प्रतिशत	पदोन्नति बदली द्वारा भर्ती की दशा में, वे ग्रेड जिन से पदोन्नति की जानी है	यदि विभागीय पदोन्नति समिति विद्यमान है तो उसकी रचना	वे परिस्थितियां जिनमें भर्ती करने में सच लोक सेवा आयोग से परामर्श किया जाना है
8	9	10	11	12	13
प्रश्न नहीं उठता	दो वर्ष	दस प्रतिशत सीधी भर्ती से	लागू नहीं होता	लागू नहीं होता	लागू नहीं होता

[संख्या-I (18)/55]

सा० का० नि० 440.—विधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, राष्ट्रपति ने भारत सरकार, परिवहन तथा संचार मंत्रालय (संचार तथा सिविल विमानन विभाग) की अधिसूचना सा० का० नि० सं० 654, तारीख 25 अप्रैल, 1961 के साथ प्रकाशित परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (पुस्तकाध्यक्ष) भर्ती नियम, 1960 में संशोधन करने के लिये एतद्द्वारा निम्नलिखित नियम बनाये हैं—

1. ये नियम परिवहन तथा संचार मंत्रालय (संचार तथा सिविल विमानन विभाग) (पुस्तकाध्यक्ष) भर्ती संशोधन नियम, 1962 कहें जा सकेंगे ।

2. परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (पुस्तकाध्यक्ष) भर्ती नियम, 1960 के नियम 5 के स्थान पर निम्नलिखित नियम रख दिया जायेगा, अर्थात्—

"अनर्हताएं : 5(1)—कोई व्यक्ति जिसकी एक से अधिक पत्नियां जीवित हों या जो एक पत्नी के रहते हुये ऐसी देश में विवाह करता है जिसमें उस पत्नी के जीवन-काल में विवाह होने के कारण वह शून्य हो जाता है, वह उक्त पद पर नियुक्त किये जाने का पात्र नहीं होगा ।

(2) वह स्त्री, जिसका विवाह इस कारण शून्य है कि ऐसे विवाह के समय उसके पति की एक पत्नी जीवित थी या जिसने ऐसे व्यक्ति से विवाह किया है जिसकी एक पत्नी ऐसे विवाह के समय जीवित है, उस पद पर नियुक्त किये जाने की पात्र नहीं होगी :

परन्तु केन्द्रीय सरकार इस नियम के प्रवर्तन से किसी भी व्यक्ति को छूट दे सकेगी यदि उसका समाधान हो जाये कि ऐसा आदेश करने के विशेष कारण हैं ।"

[सं० 5-ई(95)/61]

सा० का० नि० 441.—संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, राष्ट्रपति ने भारत सरकार, परिवहन तथा संचार मंत्रालय (संचार तथा सिविल विमानन विभाग) की अधिसूचना सा० का० नि० सं० 654, तारीख 25 अप्रैल, 1961 के साथ प्रकाशित परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (पुस्तकाध्यक्ष) भर्ती नियम, 1960 में संशोधन करने के लिये एतद्द्वारा निम्नलिखित नियम बनाये हैं, अर्थात्—

1. ये नियम परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (पुस्तकाध्यक्ष) भर्ती (द्वितीय संशोधन) नियम, 1962 कहे जा सकेंगे ।

2. परिवहन तथा संचार मंत्रालय, संचार तथा सिविल विमानन विभाग (पुस्तकाध्यक्ष) भर्ती नियम, 1960 के नियम 4 में (जो एतस्मिन्पश्चात् उक्त नियम के रूप में निर्विष्ट किये गये हैं) निम्नलिखित परन्तुक रख दिया जाये, अर्थात्—

“परन्तु अनुसूची के स्तम्भ 6 में विनिर्दिष्ट अधिकतम आयु-सीमा, केन्द्रीय सरकार द्वारा समय समय पर जारी किये गये साधारण आदेशों के अनुसार अनुसूचित जातियों/आदिम जातियों के अभ्यर्थियों तथा अन्य विशेष कोटियों के व्यक्तियों की दशा में शिथिल की जा सकेगी ।”

3. उक्त नियमों की अनुसूची के स्तम्भ 6 में से निम्नलिखित प्रविष्टि निकाल दी जाये, अर्थात्—

“ऊपरी आयु-सीमा को अनुसूचित जाति तथा अनुसूचित आदिम जाति के अभ्यर्थियों की दशा में 5 वर्ष तक शिथिल किया जा सकता है, तथा विस्थापित व्यक्तियों तथा अन्य विशेष कोटियों की दशा में भी उसे भारत सरकार के गृह मंत्रालय द्वारा समय समय पर जारी किये गये साधारण आदेशों के अनुसार शिथिल किया जा सकता है ।”

[सं० 5-ई(95)/61]

नई दिल्ली, 4 मार्च, 1966

सा० का० नि० 442—पविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रपति एतद्द्वारा निम्नलिखित नियम बनाते हैं, अर्थात्—

1. संक्षिप्त नाम—ये नियम डाकतार बोर्ड (सदस्य) भर्ती नियम, 1965 कहे जा सकेंगे ।

2. लागू होना—ये नियम इसकी अनुसूची के स्तम्भ 1 में विनिर्दिष्ट पदों पर भर्ती को लागू होंगे ।

3. संख्या, वर्गीकरण और वेतनमान—पदों की संख्या, उनका वर्गीकरण और उनके वेतनमान वे होंगे जो उक्त अनुसूची के स्तम्भ 2 से लेकर स्तम्भ 4 तक में विनिर्दिष्ट हैं।

4. भर्ती की पद्धति, आयुसीमाय और अर्हतायें—इन पदों पर भर्ती की पद्धतियां, आयु-सीमाय, अर्हतायें और तत्संस्कृत अन्य बात वे होंगी जो उक्त अनुसूची के स्तम्भ 5 से लेकर स्तम्भ 13 तक में विनिर्दिष्ट हैं।

अनु-

पद का नाम	पदों की संख्या	वर्गीकरण	वेतनमान	वरण पद है अथवा अवरण पद	सीधी भर्ती वालों के लिये आयु सीमा	सीधी भर्ती वालों के लिये अपेक्षित शिक्षा : सबंधी और अन्य अर्हताएं
1	2	3	4	5	6	7
1. सदस्य (डाक)	1	भारतीय	2500-125/2- 2750	वरण	लागू नहीं होता	लागू नहीं होता
2. सदस्य (बैंक-कारी और बीमा)	1	डाक सेवा वर्ग 1				
3. सदस्य (दूर संचार संक्रियायें)	1	लार इंजीनियरी सेवा, वर्ग 1	2500- 125/2- 2750	वरण	लागू नहीं होता	लागू नहीं होता
4. सदस्य (दूर संचार विकास)	1					

सूची

क्या सीधी भर्ती वालों के लिये विहित आयु और शिक्षा संबंधी अर्हताएं पदोन्नति वालों की दशा में भी लागू होंगी ?	परिवीक्षा की कालावधि, यदि कोई हो	भर्ती की पद्धति अर्थात् क्या सीधी भर्ती होगी या पदोन्नति से या प्रतिनियोजन बदली से तथा विभिन्न पद्धतियों द्वारा भरी जाने वाली रिक्तियों की प्रतिशतताएं	पदोन्नति/प्रतिनियोजन/ बदली द्वारा भर्ती की दशा में वे ग्रेड 2 जिनसे पदोन्नति/प्रतिनियोजन/ बदलियों की जानी हैं	प्रति विभागाय पदोन्नति] समिति विद्यमान है तो उसकी रचना	वे परिस्थितियां जिनमें भर्ती करने में संघ लोक सेवा आयोग से परामर्श किया जाना है
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पदोन्नति—

लागू नहीं होता	लागू नहीं होता	पदोन्नति	भारतीय डाक सेवा, वर्ग 1 के ज्येष्ठ प्रशासनिक ग्रेड के आफिसर (टिप्पण: यदि आवश्यक हो तो ये पद, सदस्य (प्रशासन) का पद नियमित रूप से धारण करने वाले भारतीय डाक सेवा आफिसर की नियुक्ति द्वारा भरे जा सकेंगे)	वर्ग 1 विभागीय पदोन्नति समिति	जैसा नियमों के अधीन अपेक्षित हो
लागू नहीं होता	लागू नहीं होता	पदोन्नति	पदोन्नति— तार इंजीनियरी सेवा, वर्ग 1 के ज्येष्ठ प्रशासनिक ग्रेड के आफिसर (टिप्पण : यदि आवश्यक हो तो ये पद, सदस्य (प्रशासन) का पद नियमित रूप से धारण करने वाले तार इंजीनियरी	वर्ग 1 विभागीय पदोन्नति समिति	जैसा नियमों के अधीन अपेक्षित हो

1	2	3	4	5	6	7
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5. सवस्य (प्रशासन)	1	साधारण केन्द्रीय सेवा, वर्ग 1	2500— 125/2— 2750	वरण	लागू नहीं होता	लागू नहीं होता
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8	9	10	11	12	13
			सेवा आफिसर की नियुक्ति द्वारा भरे जा सकेंगे)		
लागू नहीं होता	लागू नहीं होता	पदोन्नति	पदोन्नति— यह पद दीर्घकालीन या मौलिक रिक्तियों के प्रयोजनों के लिये, एकान्तरिक रूप से भारतीय डाक सेवा या तार इंजीनियरी सेवा के उन आफिसरों में से भरा जायेगा जो सदस्य, डाकतार बोर्ड के ग्रेड में पदोन्नति के लिये अनुमोदित कर दिये गये हैं । इस प्रयोजन के लिये सदस्य (प्रशासन) के पद को एक ओर तो सदस्य, डाक तथा बैंककारी और बीमा के पदों के साथ तथा वूसरी ओर सदस्य, दूर-संचार संक्रियायें तथा दूर-संचार विकास के साथ उसी प्रकार अन्तर्निमेय समझा जायेगा जिसमें कि भारतीय डाक सेवा, वर्ग 1 या तार इंजीनियरी सेवा वर्ग 1 के आफिसर द्वारा भरी जानी हो ।	वर्ग 1 विभागीय पदोन्नति समिति	जैसा नियमों के अधीन अपेक्षित

(सं० 4-ई(14)/64.)

सुमेरचन्द जैन, अवर सचिव ।

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**(Department of Labour and Employment)***New Delhi, the 15th March 1966***EMPLOYEES' PROVIDENT FUND GRANT OF ADVANCES TO OFFICERS AND STAFF OTHER THAN COMMISSIONERS FOR BUILDING/PURCHASING OF HOUSES) RULES, 1965**

G.S.R. 443.—In exercise of the powers conferred by sub-section (7) of section 5D of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Board, with the approval of the Central Government, hereby makes the following rules, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Employees' Provident Fund (Grant of Advances to Officers and Staff, other than Commissioners, for Building/Purchasing of Houses) Rules, 1965.

(2) They shall come into force at once.

2. **Definitions.**—In these Rules, unless the context otherwise requires—

- (a) 'Act' means the Employees' Provident Funds Act, 1952 (19 of 1952);
- (b) 'Board' means the Central Board of Trustees constituted under section 5A of the Act or until such Board is constituted means the Central Board of Trustees constituted under paragraph 3 of the Employees' Provident Funds Scheme, 1952;
- (c) 'Chairman' means the Chairman of the Central Board of Trustees;
- (d) 'Employee' means a person appointed to or borne on the cadre of the staff of the Employees' Provident Fund Organisation.
- (e) 'Form' means a form included in the Schedule to these Rules.
- (f) 'Organisation' means the Employees' Provident Fund Organisation;
- (g) 'Sanctioning Authority' means the authority competent to sanction advances under these Rules, and
 - (i) in relation to the employees holding posts in respect of which the Regional Provident Fund Commissioners are the appointing authority, it is the Regional Provident Fund Commissioner of the Regional Office where the employee concerned is serving; and
 - (ii) in relation to the employees other than those mentioned in clause (i), it is the Central Provident Fund Commissioner.
- (h) 'Service' means service under the Employees' Provident Fund Organisation.

3. **Application.**—Subject to the generality of the provisions contained in rule 4, these Rules shall apply to every whole-time employee, other than the Central Provident Fund Commissioner, Deputy Provident Fund Commissioner, and Regional Provident Fund Commissioners appointed under sub-sections (1) and (2) of section 5D of the Act.

4. **Eligibility for grant of advance.**—(1) Subject to the provisions of sub-rule (2), an employee shall be eligible to draw advances under these Rules if he belongs to any one of the following categories:—

- (a) Permanent employees;
- (b) Employees not falling in category (a) above but who have rendered at least 10 years' continuous service, provided:—
 - (i) they do not hold a permanent appointment under the Central Government or a State Government or a public undertaking/semi-Government Organisation or a statutory body other than the Employees' Provident Fund Organisation; and
 - (ii) the sanctioning authority is satisfied that they are likely to continue in service at least till the house for which the advance is sanctioned, is built and mortgaged to the Chairman.

(2) When both the husband and wife are employees and eligible for the grant of an advance, it shall be admissible to only one of them.

5. Conditions to be fulfilled.—An applicant for the grant of an advance must satisfy the following conditions:—

- (1) The cost of the house to be built/purchased (including the cost of the residential plot) should not exceed sixty times his pay or Rs. 75,000, whichever is less and the applicant should not have availed of any loan or advance for the acquisition of a house from any other Government source, *e.g.*, the Department of Rehabilitation, or a Central or State Housing Scheme:

Provided, however, that, where the loan, advance etc. already availed of by an applicant does not exceed the amount admissible under these Rules, it would be open to him to apply for an advance under these Rules on the condition that he undertakes to repay the outstanding loan, advance, etc. (together with interest, if any, thereon) forthwith, in one lump sum, to the authority which sanctioned the earlier loan/advance.

- (2) In cases where an employee makes, or has made, a final withdrawal from his Provident Fund account in connection with the construction/acquisition of a house or a residential plot in addition to availing of an advance under these Rules, the total amount of the advance sanctioned under these Rules and that withdrawn from the Provident Fund shall not exceed sixty times his monthly pay or Rs. 75,000 whichever is less.
- (3) Neither the applicant nor his/her wife/husband, minor child should own a house. In exceptional circumstances, the Central Provident Fund Commissioner may relax this condition, as, for example, in a case where, the applicant or his/her wife/husband, or minor child owns a house in a village, and the applicant desires to settle down in a town; or where an applicant owns a house jointly with other relations, etc. but desires to build a separate house for himself/herself.
- (4) The floor area of the house to be constructed or purchased should not be less than 380 sq. ft.

6. Purposes for which advances may be granted.—An advance may be granted for—

- (1) Constructing a new house (including the acquisition of a suitable plot of land for the purpose), either at the place of duty or at the place where the employee proposes to settle after retirement. An application for an advance for purchasing a ready-built house which has not been lived in since its construction may also be considered, if the agency offering it for sale is a Government or a semi-Government or an autonomous institution like the City Improvement Trust, etc., and the house has not been built under the Low or Middle Income Group Housing Schemes;

- (2) enlarging living accommodation in an existing house owned by the employee concerned;

Provided that the total cost of the existing structure including land, and the proposed additions and expansions does not exceed sixty times his monthly pay or Rs. 75,000 whichever is less.

- (3) the repayment of a loan or an advance taken from a Government source, as contemplated in Rule 5(1) of the Rules. This facility will, however, not be available, if the construction of the house has already commenced.

7. Amount of advance.—(1) Not more than one advance shall be sanctioned under these Rules to an employee during his/her entire service.

(2) Subject to the provisions of sub-rule (4), an applicant may be granted an advance not exceeding an amount equal to 36 times his monthly pay, including officiating pay (except where drawn in a leave vacancy), dearness pay, personal pay and special pay, but not pay drawn in a short or fixed term of deputation duty, subject to a maximum of Rs. 25,000 in cases falling under rule 6(1) above and Rs. 10,000 in cases falling under rule 6(2) above.

(3) Notwithstanding anything contained in sub-rule (2), but subject to the provisions of sub-rule (4), a low paid employee may be granted an advance up to Rs. 4,800 irrespective of the pay drawn by him.

(4) The actual amount of the advance to be granted will be determined by the sanctioning authority on the basis of the plans and detailed specifications and estimates to be furnished by the applicant in justification of the amount of advance applied for, and shall be restricted to the estimated cost of construction/purchase within the ceiling amounts in sub-rules (2) and (3) and subject to the further condition that, in the case of construction in rural areas, the amount of the advance will in no case, exceed 80 per cent of the actual cost of land and construction of the house or the actual cost of enlarging living accommodation. The amount of the advance will further be restricted to the amount which an employee can repay partly from his gratuity/death-cum-retirement gratuity and partly by convenient monthly deductions from his pay, before the date of his superannuation, according to the Service Rules applicable to him.

(5) For the purpose of calculating the capacity to repay the advance, envisaged in sub-rule (4), it will be assumed that an applicant can generally commence repayment of the advance one year after the date of approval of the advance by the sanctioning authority and that an instalment calculated up to $33\frac{1}{3}$ per cent of his pay will be within his paying capacity.

8. Disbursement and Security.—(1) (A) An advance required partly for the purchase of land and partly for constructing a single storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount not exceeding 20 per cent of the sanctioned advance will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan, on his executing an agreement in Form No. 6 or 7, as may be applicable, for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale deed in respect thereof produced for the inspection of the sanctioning authority within two months of the date on which the aforesaid amount of 20 per cent is drawn, or within such further time as the sanctioning authority may allow in this behalf, failing which the applicant shall be liable to refund, at once, the entire amount to the Organisation together with interest thereon.
- (ii) An amount equal to 30 per cent of the balance of the advance will be payable to the applicant on his mortgaging in favour of the Chairman the land purchased by him along with the house to be built thereon where such mortgage is permissible under the term of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Chairman, in Form 8 agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.
- (iii) An amount equal to 40 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house reaches plinth level.
- (iv) The balance of the sanctioned advance will be payable when the construction of the house reaches roof level, provided the sanctioning authority is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(B) An advance required only for constructing a single storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount equal to 50 per cent of the sanctioned advance will be payable to the applicant on his mortgaging in favour of the Chairman, the land purchased by him along with the house to be built thereon where such mortgage is permissible under the terms of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected on the land the applicant shall execute an agreement with the Chairman, in Form No. 9 agreeing to mortgage the land, together with the house built thereon, as soon as the house has been built and the title to the property is complete.

- (ii) A further amount not exceeding 40 per cent of the sanctioned advance will be payable when the house reaches plinth level.
- (iii) The remaining 30 per cent of the sanctioned advance will be payable when the house reaches roof level, provided the sanctioning authority is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(C) An advance required partly for the purchase of land and partly for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount not exceeding 15 per cent of the sanctioned advance will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan on his executing an agreement, in Form No. 6 or 7 as may be applicable, for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale deed in respect thereof produced for the inspection of the sanctioning authority within two months of the date on which the aforesaid amount of 15 per cent is drawn, or within such further time as the sanctioning authority may allow in this behalf failing which the applicant shall be liable to refund at once, the entire amount to the Organisation together with interest thereon.
- (ii) An amount equal to 25 per cent of the balance of the advance will be payable to the applicant on his mortgaging, in favour of the Chairman, the land purchased by him along with the house to be built thereon, where such mortgage is permissible under the terms of the sale of land. In cases where such mortgage is not permissible, the provision contained in the last sentence of rule 8(1)(A)(ii) will apply.
- (iii) An amount equal to 30 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land will be payable when the construction of the house reaches plinth level.
- (iv) A further amount not exceeding 25 per cent of the amount remaining after deducting from the sanctioned amount of advance, the instalment given for the purchase of land, will be payable when the roof of the ground floor has been laid.
- (v) The balance of the sanctioned advance will be payable when the roof of the first floor has been laid provided the sanctioning authority is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(D) An advance required only for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount equal to 25 per cent of the sanctioned advance will be payable to the applicant on his mortgaging, in favour of the Chairman, the land purchased by him along with the house to be built thereon, where such mortgage is permissible under the terms of the sale of land. In cases where such mortgage is not permitted, the provisions contained in the last sentence of rule 8(1)(B)(i) will apply.
- (ii) A further amount not exceeding 30 per cent of the sanctioned advance will be payable when the house reaches plinth level.
- (iii) A further amount not exceeding 25 per cent of the sanctioned advance will be payable when the roof of the ground floor has been laid.
- (iv) The remaining 20 per cent of the sanctioned advance will be payable when the roof of the first floor has been laid provided the sanctioning authority is satisfied that the development of the area in which the

house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

NOTE.—With a view to satisfying himself as to the development of a locality in a rural area, the sanctioning authority may call upon an applicant availing of the advance to produce a certificate from some competent civil authority e.g. District Magistrate, President of District Board, or Panchayat or any other responsible authority, certifying as to the existence of the necessary amenities in the locality and then disburse the final instalment of the advance only after a satisfactory certificate has been produced.

(E) An advance required for purchasing a ready built house shall be paid as follows:—

The sanctioning authority may sanction the payment of the entire amount required by, and admissible to, the applicant in one lump sum on the applicant's executing an agreement in Form No. 6 for the repayment of the advance. The acquisition of the house must be completed, and the house mortgaged to the Chairman within three months of the drawal of advance, failing which the advance, together with the interest thereon, shall be refunded to the Organisation forthwith, unless an extension of this time limit is granted by the sanctioning authority.

(2) In addition to their executing the agreement/mortgage deed referred to in sub-rule (1) of this rule, the following three categories of applicants shall be required to furnish the surety of a permanent employee of the Organisation in Form No. 10 before the sanctioned advance or any part thereof is actually disbursed to the applicants concerned:—

- (i) all applicants who are not permanent employees;
- (ii) all applicants who are due to retire from service within a period of 18 months following the date of application for the grant of an advance; and
- (iii) all applicants who are permanent employees but not covered by the preceding clause if they require the advance for the purchase of a ready built house.

(3) The liability of the surety mentioned in sub-rule (2) of this rule will continue till the house built/purchased is mortgaged to the Chairman or till the advance together with the interest due thereon is repaid to the Organisation, whichever is earlier.

(4) Utilization of the advance for a purpose other than that for which it is sanctioned shall render the employee drawing the advance liable to disciplinary action under the Employees' Provident Fund (Staff and Conditions of Service) Regulations, 1962, apart from his being called upon the refund to the Organisation forthwith, the entire advance drawn by him.

(5) The period for producing the sale deed in respect of the developed plot of land referred to in sub-rules (1)(A)(i) and 1(C)(i) may be extended by the sanctioning authority by a reasonable time after satisfying itself that—

- (i) the applicant has either already paid the cost of the land or is likely to pay it immediately;
- (ii) the extension of the time will enable the applicant to acquire the title/leasehold to the land; and
- (iii) the applicant has every intention of building a house and will be in a position to complete the construction of the house by the 18th month after the drawal of the first instalment of the advance or in such period by which the time for the completion of the house is extended under Rule 10(a)(11).

NOTE.—The competent authority may ask for necessary certificate/s from the applicant about the justification of the amount of loan asked for and also as a proof of the title to the land/building before sanctioning the amount of advance.

9. **Interest.**—An advance granted under these Rules shall carry simple interest from the date of payment of the advance—the amount of interest being calculated on the balance outstanding on the last day of each month. The rate of interest shall be 5 per cent per annum or the rate that may be chargeable, from time to time, from corresponding categories of Central Government servants under the Rules regulating the grant of house building advances to them.

10. **Construction, maintenance, etc.**—(a) The construction of the house or additions to living accommodation in an existing house (as the case may be) shall be—

(i) carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without the prior concurrence of the sanctioning authority. The applicant shall certify, when applying for the instalments of the advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the sanctioning authority, that the construction has actually reached plinth/roof level, and that the amount already drawn has actually been used on the construction of the house. The sanctioning authority may, if necessary, arrange to have an inspection carried out to verify the correctness of the certificates;

(ii) completed within 18 months of the date on which the first instalment of the advance is paid to the employee concerned. Failure to do so will render the employee liable to refund the entire amount advanced to him (together with interest thereon calculated as in rule 9), in one lump sum. An extension of the time limit may be allowed up to one year by the sanctioning authority in those cases where the work is delayed due to circumstances beyond the control of the employee. The date of completion of construction must be reported to the sanctioning authority without delay.

(b) Immediately on completion or purchase of the house, as the case may be, the employee concerned shall insure the house at his own cost, with the Indian Insurance Companies Association Pool, Bombay, for a sum not less than the amount of the advance and shall keep it so insured against damage by fire, flood and lightning, till the advance is fully repaid to the Organisation and deposit the policy with the sanctioning authority. The premia must be paid regularly and the premium receipts produced for inspection by the Head of Office. In the event of failure on the part of the employee to effect insurance against fire, flood and lightning, it shall be lawful, but not obligatory, for the sanctioning authority to insure the said house, at the cost of the employee concerned and add the amount of the premium to the outstanding amount of the advance and the employee shall be liable to pay interest thereon, as if the amount of the premium had been advanced to him as part of the aforesaid advance at the prevailing rate of interest, till the amount is repaid to the Organisation. The sanctioning authority will obtain from the employee drawing the advance, a letter in Form No. 12 to the Insurer with whom the house is insured, to notify to the latter the fact that the Chairman is interested in the insurance policy secured. The sanctioning authority will himself forward the letter to the Insurer and obtain his acknowledgement. In the case of insurances effected on an annual basis, this process should be repeated every year until the advance has been fully repaid to the Organisation.

(c) The house must be maintained in good repair by the employee concerned at his own cost. He shall also keep it free from all encumbrances, and shall continue to pay all the Municipal and other local rates and taxes regularly until the advance has been repaid to the Organisation in full. The employee shall furnish an annual certificate to this effect to the sanctioning authority.

(d) After the completion of the house, annual inspections may be carried out by any authorised officer under instructions from the sanctioning authority, to ensure that it is maintained in good repair until the advance has been repaid in full. The employee concerned shall afford necessary facility for these inspections by the officer(s) designated for the purpose.

NOTE.—Furnishing a false certificate will render the employee concerned liable to suitable disciplinary action apart from his being called upon to refund to the Organisation forthwith, the entire advance drawn by him.

11. Repayment of the advance.—(a) The advance, granted to an employee under these rules, together with the interest thereon, shall be repaid in full by monthly instalments within a period not exceeding 20 years. Firstly, the recovery of the advance shall be made in not more than 180 monthly instalments, and then interest shall be recovered in not more than 60 monthly instalments.

NOTES.—(i) The amount to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment when the remaining balance, including any fraction of a rupee, shall be recovered.

(ii) Recovery of advances granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the pay of the month following the completion of the house or the pay of the 18th month after the date on which the first instalment of the advance is paid to the employee, whichever is earlier. In the case of an advance taken for purchasing a ready built house, recovery shall commence from the pay of the month following that in which the advance is drawn.

(iii) It will be open to the employee to repay the amount in a shorter period, if he so desires. In any case, the entire advance must be repaid in full (with interest thereon) before the date on which he is due to retire from service.

(iv) In order to avoid undue hardship to an employee who is due to retire within 20 years of the date of application for grant of an advance and, under the service rules applicable to him is eligible for the grant of a gratuity or death-cum-retirement gratuity, the sanctioning authority may permit him to repay the advance with interest in convenient monthly instalments (the amount of the instalment shall not be less than that worked out on the basis of repayment within a period of 20 years) during the remaining period of his service, provided he agrees to the incorporation of a suitable clause in the prescribed Agreement and Mortgage Deed form to the effect that the Organisation shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(v) In case the employee does not repay the balance of the advance due to the Organisation on or before the date of his retirement, it shall be open to the latter to enforce the security of the mortgage at any time, thereafter, and recover the balance of the advance due, together with the interest and cost of recovery, by sale of the house or in such other manner as may be permissible under the law.

(b) Recovery of the advance shall be effected through the monthly pay/leave salary bills of the employee concerned by the Head of the Office. The recoveries will not be held up or postponed except with the prior concurrence of the sanctioning authority.

(c) If an employee ceases to be in service for any reason other than normal retirement/superannuation, or if he/she dies before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to the Organisation forthwith. The sanctioning authority may, however, in deserving cases, permit the employee concerned, or his/her successors in interest as the case may be, or the sureties in cases covered by rule 8(2), if the house has not been completed and/or mortgaged to the Chairman by that time, to repay the outstanding amount together with interest thereon calculated as in rule 9 above, in suitable instalments. Failure on the part of the employee concerned or his/her successors (as the case may be) to repay the advance for any reason whatsoever, will entitle the Chairman to enforce the mortgage and take such other action to effect recovery of the outstanding amount, as may be permissible.

(d) The property mortgaged to the Chairman shall be reconveyed on form No. 11 to the employee concerned (or his successors in interest as the case may be) after the advance, together with interest thereon, has been repaid to the Organisation in full.

12. Procedure for dealing with applications.—(1) Application (in duplicate) in Form 1 will be submitted by the employee to the sanctioning authority. The following documents should accompany the application:—

(a) a declaration in regard to the house/property, if any, owned by the applicant or the applicant's wife/husband/minor children at the time of applying;

- (b) if the advance is required for enlarging living accommodation in an existing house, (i) an attested copy of the sale deed as well as of other document, if any, establishing that the applicant possesses an indisputable title to the property in question and (ii) the site plan;
- (c) in case where the applicant happens to be in possession of land and desires to build a new house on it, a copy of the sale deed or other proof of the applicant having a clear title to the land on which the house is proposed to be built, alongwith the site plan. If the land happens to be lease-hold, an attested copy of the lease-deed; and
- (d) in case where the applicant desires to purchase land an attested copy of a letter from the seller of the plot to the effect that subject to the settlement and payment of the price, he is in a position to hand over the vacant possession of a clearly demarcated developed plot of land within a period of two months from the date of his letter.
- (2) The sanctioning authority will scrutinise the application and satisfy itself of the correctness of the facts, etc., stated therein. It will also examine the title* deeds, etc., furnished in compliance with clauses (b) and (c) above (if necessary, in consultation with the Revenue and Registration authorities) to make sure that the applicant does, in fact, possess a clear title to the property in question.
- (3) After completion of the action envisaged in sub-rule (2) above, the sanctioning authority, if it is other than the Central Provident Fund Commissioner, will forward the application to the Central Office of the Organisation hereinafter referred to as the Central Office.
- (4) (a) On receipt of the application, referred to in sub-rule (3), the Central Office will examine the application with reference to the priorities etc., if any, laid down for dealing with such applications. Subject to funds being available the applications will be returned to the sanctioning authority concerned indicating—
- (i) the amount of the advance that may be sanctioned by the sanctioning authority where the advance is required partly for purchasing a plot of land for constructing a house or for purchasing a ready built house;
- (ii) the monetary limit up to which the grant of an advance could be considered, in due course, in other cases, viz., for constructing a new house or for increasing living accommodation in an existing house.
- (b) In case of applications from the employees of the Central Office, the action envisaged in sub-rule (5) will straightway be taken subject to the funds being available.
- (5) On completion of the action envisaged in sub-rule (4)—
- (a) formal sanction to the grant of an advance to applicant in the cases covered by sub-rule (4)(a)(i) will be accorded by the sanctioning authority who shall also arrange to complete the prescribed formalities, such as execution of the Agreement, Mortgage Deed, Surety Bond, etc. in the prescribed forms (in consultation with the appropriate legal authorities, where necessary) and then authorise disbursement of an appropriate amount out of the sanctioned advance to the applicant. Where land or ready built house is intended to be purchased with the help of the advance, the sanctioning authority may, before authorizing payment of the advance, also require the employee concerned to certify that negotiations for the purchase have reached a final stage, that the purchase price is not likely to be less than the amount of the advance sanctioned and that he has satisfied himself that the transaction will enable him to acquire an indisputable title to the land/house in question: in such cases, the sale deeds, etc., should be examined by the sanctioning authority carefully (in consultation with legal and other authorities where necessary) to ensure that the employee concerned has actually acquired an indisputable title to the property in question. It should also be verified that the market value of the land/house purchased is not less than the advance sanctioned;
- (b) the sanctioning authority shall instruct applicants desirous of constructing a new house or enlarging living accommodation in an existing house, to furnish two copies of plans, as well as the specifications and estimates in the prescribed performae. The plans should be duly approved by the Municipality or other local body concerned.

(6) (i) In case of an application in respect of which the Regional Provident Fund Commissioner is the sanctioning authority, the plans, specifications and estimates referred to in sub-rule (5)(b) will be referred to the Central Office with reference to the earlier correspondence on the subject. The Central Office will, after examining all the details, inform the sanctioning authority concerned of the maximum amount of the advance that could be granted to the applicant concerned. On receipt of the recommendation of the Central Office, the sanctioning authority will accord formal sanction to the grant of the advance, or, if necessary, amend the original sanction issued in cases where the advance is required partly for purchasing a plot of land.

(ii) In case of the applications in respect of which the Central Provident Fund Commissioner is the sanctioning authority formal sanction to the grant of the advance, or, if necessary the amendment of the original sanction issued in cases where the advance is required partly for purchasing a plot of land will be accorded after scrutiny of the plans, specifications and estimates received in pursuance of sub-rule 5(b).

(7) The sanctioning authority will also ensure the observance of all the formalities as explained in sub-rule 5(a) and then authorise the disbursement of the first instalment of the advance for construction purposes to the applicant. The payment of the remaining instalments of the advance may be authorised by the sanctioning authority on the basis of the certificate to be furnished by the applicants as prescribed in rule 10(a) and after such inspections as may be deemed necessary. It should also be verified, before disbursing the last instalment of the advance that the development of the site has been completed.

(8) While authorizing disbursement of an instalment of an advance as prescribed in sub-rules (5)(a) or (6) or (7) of this rule, the sanctioning authority will attach a certificate to the effect that the required formalities in pursuance of which the instalment has become due, have been complied with.

(9) The sanctioning authority shall also ensure that the transaction/construction of the house is completed within the period prescribed in the rules, and that—

- (i) the prescribed mortgage deed is executed immediately on completion/purchase of the house, and the document kept in safe custody after registration. The original documents of title to the land/property shall also be obtained from the mortgagor and kept in safe custody till the redemption of the mortgage deed;
- (ii) the house is insured in the manner indicated in rule 10(b) immediately on its purchase/completion and that the premium receipts are regularly produced for inspection;
- (iii) the house is maintained in good repair and that the necessary insurance premia and Municipal rates and taxes are paid regularly, and the requisite certificate furnished annually, until the advance has been repaid in full;
- (iv) the monthly recovery of instalments of repayment of the advance commences from the due date and is made regularly from the pay/leave salary bills of the employee concerned thereafter;
- (v) in the case of Government servants likely to retire within 18 months of the date of their application for the advance the amount of their gratuity, Contributory Provident Fund will be adequate to cover the balance of the advance outstanding against them just before the date of their retirement;
- (vi) any amount drawn in excess of the expenditure incurred, is refunded by the employee concerned to the Organisation forthwith together with interest, if any, due thereon;
- (vii) the property mortgaged to the Chairman is released immediately on the repayment of the advance and the interest thereon in full.

(10) To enable the Central Office to watch the disbursement of funds and the progress on the construction of houses, each Regional Office will send to the Central Office a quarterly report by the end of the month following the quarter to which it relates, in Form No. 13.

SCHEDULE

FORM NO. 1

Application form for building, etc., of houses

1. (a) Name (in block letters)
- (b) Designation
- (c) Scale of pay
- (d) Present pay (excluding allowances but including dearness pay, if any).
2. (a) Office in which employed
- (b) Station where posted.
3. Please state :—

Whether you are a permanent or a non-permanent employee, and the length of service rendered under the Organisation	The permanent post held by you	Date of birth and age next birthday	Date of retirement	Is your wife/husband an employee of the Organisation. If so, give her/his name, designation etc.
(1)	(2)	(3)	(4)	(5)

4. Do you or does your wife/husband/minor child already own a house ?
See rule 5(3)]. If so, please state :—

Station where it is situated with exact address	Floor area (in sq. ft.)	Its approximate valuation	Reasons for desiring to own another house or enlarging living accommodation in an existing house, as the case may be
(1)	(2)	(3)	(4)

5. (a) Do you require the advance for building a new house ? If so, please indicate :

Approximate floor area of the house proposed to be constructed (in sq. ft)	Estimated cost			Amount of advance required	No. of years in which the advance with interest is proposed to be repaid
	Cost of land	Cost of building	Total		
(1)	(2)	(3)	(4)	(5)	(6)

NOTE :—Entries in cols. 2, 3 and 4 will have to be supported by specifications, estimates and plan at the appropriate stage.

(b) Whether you are already in possession of the land ? Is so, please state:—

Name of the City/ Town/Village where it is located	Whether you wish to settle there after retirement	Area of the plot (in sq. ft.)	Name of the Municipal or other local authority (if any) in whose jurisdic- tion it is located
(1)	(2)	(3)	(4)

(c) If no plot of land is already in your possession, how, when and where do you propose to acquire one ? State the approximate plot area (in sq. ft.) proposed to be acquired and enclose an attested true copy of a letter from the seller of the plot that subject to the settlement and payment of the price, he can hand over to the applicant, the vacant possession of a clearly demarcated developed plot of land within a period of two months from the date of the letter.

6. Do you require the advance for enlarging living accommodation in an existing house ? If so, please state :—

No. of rooms in the house excluding lava- tory, bathroom, and kitchen	Total floor area of the rooms (in sq. ft.)	If an additional storey is proposed to be added, is the foun- dation strong enough	Particulars of addition desired			Amount of advance desired	No. of years in which the advance with in- terest is proposed to be repaid
			No. of rooms	Floor area	Estimated cost (in sq. ft.)		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

NOTE.—A plan of the house should accompany the application.

7. Do you require the advance for purchasing a ready built house ? (a) (i) If so, and in case you already have a house in view, please state :—

Exact location of the house	Floor area of the house (in sq. ft.)	Plinth area of the house (in sq. ft.)	Approxi- mate age of the house	Muni- cipal valuation of the house	Name and address of the owner	Approxi- mate price expected to be paid	Amount of advance required	No. of years in which the advance with interest is proposed to be repaid.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(ii) Have you satisfied yourself that the transaction would result in your acquiring an indisputable title to the house ?

NOTE :—A plan of the house should accompany the application.

(b) If you do not already have a house in view, how, when and where do you propose to acquire one ? Indicate :—

The approximate amount up to which you will be prepared to buy a house.	The approximate amount of advance required.	No. of years in which the advance with interest is proposed to be repaid.
---	---	---

(1)

(2)

(3)

NOTE.—Details specified against item 7(a) should be furnished in this case also as soon as possible and in any case before the full amount of the advance can be drawn.

8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold ? If lease hold, state :—

The terms of the lease	How much of the term has already expired ?	Whether conditions of the lease permit the land being mortgaged to Govt. ?	Premium paid for the plot	Annual rental of the plot.
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(1)

(2)

(3)

(4)

(5)

NOTE.—A copy of the lease/sale deed should accompany the application.

9. (a) Is your title to the land/house undisputed and free from encumbrances ?

(b) Can you produce, if required, original documents (sale or lease deed) in support of your title ? If not, state the reasons thereof indicating what other documentary proof, if any, you can furnish in support of your claim.

[See items 5(b) and 6 above]

(c) Does the locality in which the plot of land/house is situated possess essential services like roads, water supply, drainage, sewerage, street lighting etc. (Please furnish a site plan with complete address).

10. In case you happen to be due to retire from service within 20 years of the date of this application and are eligible for the grant of gratuity or death-cum-retirement gratuity or contributory provident fund do you agree by giving a declaration in the Agreement Form/Mortgage Deed that the Organization shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of your retirement or death preceding retirement from the whole or any specified part of the gratuity/contributory Provident Fund—that may be sanctioned to you or is due to you, as the case may be.

11. Is rule 8(2) applicable to your case ? If so, state :—

(i) the name, designation, scale of pay, Office of the permanent employee who is willing to stand surety for you ;

(ii) the date on which the proposed surety is due to retire from service.

12. In case you have already made a final withdrawal from your Provident Fund for the construction/acquisition of a house or a residential plot, please furnish the particulars of the amount drawn, the date of the drawal and the purpose of which the amount under these Rules is now required.

DECLARATIONS

I solemnly declare that the information furnished by me in reply to the various [items indicated above is true to the best of my knowledge and belief.

2. I have read the Rules regulating the grant of advances for building etc. of houses, and agree to abide by the terms and conditions stipulated therein.

3. I certify that*

- (i) my wife/husband who is not an employee of this Orgn.
my wife/husband who is an employee of this Organisation.
has not applied for and/or obtained an advance under these Rules ;
- (ii) neither I nor my wife/husband has applied for and/or obtained any loan or advance for acquisition of a house in the past from any Government source (e.g. Department of Rehabilitation or under any Central or State Housing Scheme) or drawn an advance or made a final withdrawal from any Provident Fund in connection with the acquisition of a house (also see item 12 above) ;
- (iii) that the construction of the house for which the advance has been applied for, has not yet been commenced.

Station

Date

Signature of the applicant

Designation

Office in which employed

(To be completed by the applicant's Head of Office in cases where the sanctioning authority is the Central Provident Fund Commissioner).

No.

Station

Date

Forwarded to the Central Provident Fund Commissioner,

New Delhi

(1) I have scrutinized the application and have satisfied myself of the correctness of the facts stated therein and* (that the applicant possesses a clear title to the property in question).

(2) It is recommended that an advance of Rs. may be granted to the applicant. I have satisfied myself, on the basis of monthly deductions, etc., made from the applicant's salary that this amount is well within his repaying capacity.

(3) *The provision of Rule 5(3) of the Rules may be relaxed, as a special case.

(4) The amount of gratuity/death-cum-retirement gratuity/Contributory Provident Fund due to the applicant on the date of superannuation (at the time of retirement calculated on the basis of the appointment held by the applicant at the time of submitting the application for a house building advance) is estimated to be Rs.

Signature

Designation

Name of Office

*Strike out the alternatives not applicable.

FORM No. 2

Abstract of cost of original estimates and detailed specifications (based on details form No. 3) for grant of advances to the employees for the building of houses.

Amount Rs.

Name

Designation

Locality and address in which the house is proposed to be constructed.

Item No.	Sub-heads and items of work	Quantity or No.	Rate	Per	Amount	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)

I—EARTH WORK

(Earthwork excavation for foundations and disposing of the surplus earth etc.) 1000 C. ft.

II—CONCRETE WORK

(Foundation concrete with cement or lime using stone or brick ballast either below floors or for footings) 100 C. Ft.

III—DAMP PROOF COURSE

(Concrete on rich cement mortar or bituministic compound).

IV—ROOFING WORK

(R.C.C. asbestos or any other type of suitable roof).

V. REINFORCED CEMENT CONCRETE

VI MASONRY (Bricks, Stone, concrete, blocks, walls etc.)

VII—WOOD WORK

(For doors and windows, wooden scantlings for roofs etc.)

VIII—STEEL WORK

(For reinforcements, hold fast, window bars etc.)

IX—FLOORING

(Concrete, stone or marble chip etc.)

X—FINISHING

(Plastering, pointing, colour or white washing, painting etc.)

*Strike out, if not applicable.

XI—MISCELLANEOUS

(Like rain water pipes, shelves,
jalis, chulas, pegs, hooks for
fans etc.)

XII—SANITARY INSTALLATIONS

(Closets, connections, pipes, man-
holes, drains, etc.)

XIII—WATER SUPPLY

(Taps, water meters, water tanks,
G. I. pipe etc.)

XIV—ELECTRICITY

(Electric points, meters, connections,
lines etc.)
Total cost :

Signature of the applicant

Date

NOTE.—The abstract is to be typed on a separate sheet (indicating the actual detailed items of works, rates, etc., proposed to be adopted) and attached to the application at the appropriate stage.

FORM No. 3

Detailed estimates for an advance to an employee for the building of a house.

(Detailed estimate sheet to support the quantities given in Form 2).

Name

Designation

Office to which attached

Locality and address in which the house is
proposed to be built.

Serial No.	Details of work	No.	Measurements			Quantity
			Length	Breadth	Height	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

I—EARTH WORK

- 1 Earthwork in excavation in all soils for foundation and other trenches and depositing the same within one chain bed and and up to 5'—0 lift

Front wall	1	19½	1½	2	59
Rear Verandah retaining wall	1	19½	1½	1½	44
Outside wall	1	20½	1½	2	62
Common walls between rooms	1½	12½	1½	2	56
W. C. front and rear . . .	2	3½	1	1½	11
W. C. front and side . . .	1½	4½	1	1½	11

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Steps in front and rear	.	2	4½	1½	½	7
Total earth work	250
Refilling the excavated earth etc.
Continue details for all items
as given in sample Form No. 1.						

Signature of the applicant.....

Date.....

NOTE.—The entries made in Cols. 3-7 against item 1 above are just to explain how the entire form is to be prepared it should be typed on a separate sheet and attached to the application at the appropriate stage.

FORM No. 4

Form of Mortgage Deed to be executed when the property is freehold

- This indenture made this day of
 one thousand nine hundred and, between
 son of of at present employed
 as in the office of
 at (hereinafter called, THE

MORTGAGOR' which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the one PART AND Central Board of Trustees, Employees' Provident Fund (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART :

WHEREAS the MORTGAGOR is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and/or house hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgaged property").

AND WHEREAS the MORTGAGOR applied to the MORTGAGEE for an advance of Rs. (Rupees only) for the purpose of enabling the MORTGAGOR.

*1. to purchase land and to construct a house thereon or *(to enlarge living accommodation in the existing house on the said hereditament).

*2. to construct a house on the said hereditaments, or *(to enlarge living accommodation in the house on the said hereditaments.)

*3. to purchase a ready built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the "The Employees' Provident Fund (Grant of Advances to Officers and Staff, other than Commissioners, for Building/Purchasing of Houses) Rules, 1964" (hereinafter referred to as the "said Rules" which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE

*[1. has sanctioned to the MORTGAGOR an advance of Rs.
 (Rupees only) payable by such instalments
 and in the manner as hereinafter appearing]

*MENTION whatever is applicable.

*[has paid to the MORTGAGOR an advance of Rs. (Rupees only) on] and in the manner provided in the said Rules upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Rules as hereinafter mentioned secured in the manner hereinafter appearing:

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:—

*Rs. already received on

*Rs. On the execution of this indenture by the Mortgagor in favour of the Mortgagee.

**Rs. When the construction of the house reaches plinth level.

***Rs. When the construction of the house reaches roof level provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.)

NOW THIS INDENTURE WITNESSETH as follows:—

(1)(a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the MORTGAGEE the said advance of Rs. (Rupees only) by*** monthly instalments of Rs. (Rupees only) from the pay of the Mortgagor commencing from the month of Nineteen hundred and or from the month following the completion of the house, whichever is earlier. and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in**** monthly instalments in the manner and on the terms specified in the said Rules, provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this Security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(1)(b) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the Mortgagee the said advance of Rs. (Rupees only) by monthly instalments of Rs. from the pay of the Mortgagor commencing from the month of 19 or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity/Contributory Provident Fund and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity/Contributory Provident Fund of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the Mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

NOTE.—[Delete Clause (1) (a) or (1) (b) whichever is inapplicable.]

*Mention whatever is applicable.

**NOTE.—The language will be modified if the mode of payment of advance is different from what is prescribed in rule 5.

***This will not be more than 180.

****This will not be more than 60.

(ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at **..... per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGOR doth hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging to HOLD the said Mortgaged property with their appurtenances including all erections and building erected and built or to be erected and built hereafter on the said mortgaged property or materials for the time being thereon unto and to the use of the mortgagee absolutely and forever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Rules, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that **Normal rate of interest to be charged with the said Rules, if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court, to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance if any to be paid to the Mortgagor.

(v) The MORTGAGOR hereby covenants with the MORTGAGEE as follows:—

(a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

**Normal rate of interest to be charged with said Rules.

(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advanced admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. The Mortgagor will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she will be liable to pay the Mortgagee forthwith the entire advance received by him and further, will also be liable to such disciplinary action as may be permissible under the rules of service as applicable to the Mortgagor.

(c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of @..... unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the Mortgagor shall immediately insure the house at his own cost, with the Indian Insurance Companies Association Pool, Bombay for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit, the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at till the amount is repaid to the MORTGAGEE OR is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required; addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything contained herein, the mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the mortgagor.

@[Here mention the date on which the first instalment of the advance is paid to the Mortgagor.]

NOTE.—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built houses or for repayment of loans taken by an applicant for the construction or purchase of a house.

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and Shri for and on behalf of the Central Board of Trustees, Employees' Provident Fund, has hereunto set his hand and the common seal of the said Central Board of Trustees has hereunto been affixed day and the year first above written.

Signed by the said (Mortgagor)

In the presence of

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

Signed by Shri for and on behalf of the Central Board of Trustees, Employees' Provident Fund Organisation and the common seal of the said Central Board of Trustees is hereby affixed in the presence of

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

NOTE.—Before paying stamp duty on this document the applicants are advised to contact the respective State Government Administrations for ascertaining whether exemption from payment of stamp duty is available.

FORM NO. 5

Form of Mortgage Deed to be executed when the Property is Lease-hold

This Indenture made this day of one thousand nine hundred and between son of at present employed as in the office of at (hereinafter called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the one PART AND Central Board of Trustees, Employees' Provident Funds Organisation (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS by a lease dated and made between therein and hereinafter referred to as the lessor and the Mortgagor herein the lessor demised to the Mortgagor the property situated at and more particularly described in the Schedule hereunder written for a term of years commencing from at the yearly/monthly rent of Rs. and subject to the performance and observance of the covenants and conditions therein mentioned.

AND WHEREAS THE MORTGAGOR applied to the MORTGAGEE for an advance of Rs. (Rupees only) for the purpose of enabling the MORTGAGOR.

*1. to purchase land and *to construct a house thereon or *(to enlarge living accommodation in the existing house on the said hereditaments).

*2. to construct a house on the said hereditaments, or *(to enlarge living accommodation in the house on the said hereditaments).

*Mention whatever is applicable.

*3. to purchase a ready built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the "The Employees' Provident Fund (Grant of Advances to Officers and Staff, other than Commissioners, for Building/Purchasing of Houses) Rules, 1965" (hereinafter referred to as the "said Rules" which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the Schedule hereunder written.

AND WHEREAS THE MORTGAGEE

*[1. has sanctioned to the Mortgagor an advance of Rs. (Rupees only) payable by such instalments and in the manner as hereinafter appearing]

*[has paid to the MORTGAGOR an advance of Rs. (Rupees only) on] and in the manner provided in the said Rules upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said Rules as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:—

(**Rs. already received on *Rs. On the execution of this indenture by the Mortgagor in favour of the Mortgagee.

**Rs. When the construction of the house reaches plinth level.

**Rs. When the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.)

***[AND WHEREAS the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the Powers herein contained, or otherwise he will be paid first, a er the cost of such sale, his share of the unearned increase as provided in the said lease.]

NOW THIS INDENTURE WITNESSETH as follows:—

(i) (a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules the MORTGAGOR DOth hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the MORTGAGEE the said advance of Rs. (Rupees only) by monthly instalments of Rs. (Rupees only) from the pay of the Mortgagor commencing from the month of Nineteen hundred and or from the month following completion of the house, whichever is earlier and the Mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in @ monthly instalments in the manner and on the terms specified on the said Rules. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

@This will not be more than 60.

*Mention whatever is applicable.

**NOTE.—The language will be modified if the mode of payment of advance is different from what is prescribed in rule 8.

***NOTE.—This applied to Nazual lands (normally) to be inserted wherever applicable.

(i) (b) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to provisions contained in the said Rules the MORTGAGOR DOth hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the MORTGAGEE the said advance of Rs. (Rupees only) by monthly instalments of Rs. from the pay of the Mortgagor commencing from the month of 19 or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity/Contributory Provident Fund and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments and from his gratuity/death-cum-retirement gratuity/Contributory Provident Fund of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

NOTE.—[Delete clause (i) (a) or (i) (b) whichever is inapplicable.]

(ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at £ per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor Doth hereby grant, convey, transfer or assure unto the Mortgagee All and Singular the said property comprised in the said Lease, dated and more particularly described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the lessee and to the conditions therein contained to HOLD the same unto the Mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE TO SELL without the intervention of the court, the said Mortgaged property or any part

£Normal rate of interest to be charged under the said Rules.

thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale *[and in the next place to pay to the lessor of the Mortgaged property..... 50 per cent of the unearned increase pursuant to clause of the said lease] and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) The MORTGAGOR hereby covenants with the MORTGAGEE as follows:—

(a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

** (b) That the Mortgagor shall carry out the construction of the house/ additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. The Mortgagor will allow the Mortgagee to carry out either by himself, or through his representatives an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her and further will also be liable to such disciplinary action by him/her and further will also be liable to such disciplinary action as may be permissible under the rules of service as applicable to the Mortgagor.

** (c) That the Mortgagor shall complete the construction of the house/ additions to living accommodation in the aforesaid house within eighteen month of * unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the Mortgagor shall immediately insure the house at his own cost, with the Indian Insurance Companies Association Pool, Bombay for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the Insurance Policy secured.

*NOTE.—In case of Nazul lands in Delhi and in similar cases wherever applicable

**Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the said Lease, dated is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.

(i) That the MORTGAGOR will so long as any money shall remain owing on security of the said Mortgaged property hereinbefore expressed to be hereby assigned and, in any case for the period of the said agreement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of Lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(k) Notwithstanding anything contained herein, the mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the mortgagor.

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and Shrifor and on behalf of the Central Board of Trustees, Employees' Provident Fund Organisation has hereunto set his and the common seal of the said Central Board of Trustees has hereunto been affixed.....the day and the year first above written.

Signed by the said (Mortgagor).....

In the presence of

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

Signed by Shri for and on behalf of the Central Board of Trustees, Employees' Provident Fund Organisation and the common seal of the said Central Board of Trustees is hereby affixed in the presence of.....

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

NOTE.—Before paying stamp duty on this document the applicants are advised to contact the respective State Governments/Administration for ascertaining whether exemption from payment of stamp duty is available.

FORM NO. 6

Form of Agreement to be executed at the time of drawing an advance by an employee for purchase of plot of land and building a house, enlargement of existing house and purchase of a ready-built house.

AN AGREEMENT MADE THIS.....day of.....one thousand nine hundred and.....BETWEEN.....son of.....at present serving as.....(hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Central Board of Trustees, Employees' Provident Fund (hereinafter called 'the Employees' Provident Fund Organisation which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, WHEREAS the borrower desires to *purchase land and construct a house thereon/*enlarge living accommodation in his/her house at.....*purchase a ready built house at.....described in the Schedule hereto annexed and WHEREAS the Borrower has under the provision of the Rules framed by the Central Board of Trustees, Employees' Provident Fund to regulate the grant of advances to its employees for building, of houses (hereinafter referred to as the "said rules", which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Employees' Provident Fund Organisation for an advance of Rupees.....to *purchase the said land and construct a house thereon/*enlarge living accommodation his/her house/*purchase a ready built house as aforesaid and the Employees' Provident Fund Organisation has sanctioned an advance of Rupees.....to the Borrower vide the Office letter No.....dated.....a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein, NOW IT IS HEREBY AGREED by and between the parties hereto as follows:—

(1) In consideration of the sum of Rupees.....(insert amount of the first instalment) to be paid by the Employees' Provident Fund Organisation, after the execution of this agreement for the purchase of land and the sum of Rupees.....(insert balance amount to be paid) to be paid by the Employees' Provident Fund Organisation to the Borrower as provided in the said rules, the Borrower hereby agrees with the Employees' Provident Fund Organisation.

(a) to repay to the Employees' Provident Fund Organisation the said amount of Rupees.....(insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by.....(number to be filled in) monthly instalments of Rupees.....from his pay commencing from the month of.....nineteen hundred and.....or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Employees' Provident Fund Organisation to make such deductions from his monthly pay and leave salary bills.

(b) (i) Within two months from the date of receipt of the amount of Rs.....(insert amount of instalment to be paid) out of the said sanctioned advance or within such further time as the competent authority may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the sanctioning authority the sale deed in respect thereof failing which the borrower shall refund to the Employees' Provident Fund Organisation the entire amount of the advance received by him together with interest thereon.

(ii) Within three months from the date of the receipt of the aforesaid advance of Rs.....(Rupees.....) to expend the aforesaid amount in the purchase of the said ready built house and mortgage it to the Government failing which the borrower shall refund forthwith to the Employees' Provident Fund Organisation the entire amount of advance received by him together with interest thereon unless an extension of time is granted by the competent authority.

(iii) to complete construction/enlargement of the said house within eighteen months of.....strictly in accordance with the plan and specifications to be approved by the Employees' Provident Fund Organisation and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the competent authority.

*Strike off whichever is not applicable.

(2) If the actual amount paid by the borrower for *the purchase of land and building a house thereon/* enlarging the house/* the purchase of the ready built house is less than the amount received under these presents by the Borrower to repay the difference to the Employees' Provident Fund Organisation forthwith.

(3) To execute a document mortgaging the said house/land alongwith the house to be built thereon to the Employees' Provident Fund Organisation as security for the amount advanced to the borrower under these presents as also for the interest payable for the said amount in the form provided by the said rules.

(4) *If the land is not purchased and the sale deed thereof not produced for inspection of the sanctioning authority within two months of the date of drawal of the part of the advance for that purpose, or within such further time as the competent authority may allow in this behalf/* if the house is not purchased and mortgaged within three months of the drawal of the advance or within further time as the competent authority may allow in this behalf/* if the borrower fails to complete the construction/enlargement of the said house as hereinbefore agreed, or if the borrower becomes insolvent or quits the service of the Employees' Provident Fund Organisation or dies, the entire amount advanced together with interest accruing thereon shall immediately become due and payable to the Employees' Provident Fund Organisation.

(5) The Employees' Provident Fund Organisation shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(6) Without prejudice to any other right of the Employees' Provident Fund Organisation in that behalf, if any amount becomes refundable or payable by the borrower to the Employees' Provident Fund Organisation, the latter will be entitled to recover the same as arrears of land revenue.

(7) @The stamp duty payable on these presents shall be borne and paid by the Employees' Provident Fund Organisation.

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF THE BORROWER HAS hereunto set his hand and the Central Board of Trustees, Employees' Provident Fund has caused..... for and on its behalf to set his hand the date and year first before written.

Signed by the said Borrower
in the presence of:

.....
(Signature of the Borrower)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

Signed by Shri.....in the Office of.....

.....
(For and on behalf of the
Central Board of Trustees,
Employees' Provident Fund.)

In the presence of:

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

@Strike off this clause if agreement is executed in the States other than Assam, Gujrat, Madhya Pradesh, Maharashtra, Punjab, Rajasthan, Uttar Pradesh, West Bengal and Bihar (This clause shall be retained in respect of the agreements executed in the Union territories).

FORM NO. 7

Special form of Agreement to be executed by an employee for purchase of land and building a house, in a case in which the title to the land will pass to him after the house is built.

AN AGREEMENT MADE THIS.....day of.....ONE THOUSAND NINE HUNDRED AND.....BETWEEN.....son of at present serving as..... (hereinafter called 'the Borrower', which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and Central Board of Trustees, Employees' Provident Fund, (hereinafter called 'the Employees' Provident Fund Organisation' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part.

WHEREAS the Borrower desires to purchase from.....(insert name of the vendor) the land at.....described in the Schedule hereto and to construct a house on the said land;

AND WHEREAS pursuant to an agreement between the said..... and the borrower the conveyance of the said land will be executed by the said..... (insert name of the vendor) in favour of the Borrower only on the construction of the house thereon.

AND WHEREAS the Borrower has under the provision of the Rules framed by the Central Board of Trustees, Employees' Provident Fund to regulate the grant of advances to its employees for building of houses, etc. (hereinafter referred to as the "said rules", which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the sanctioning authority for an advance of Rupees.....for the purchase of land and construction of a house thereon and the latter has sanctioned an advance of Rupees.....(insert full amount sanctioned) to the Borrower vide the Office letter No.....dated.....a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein:

NOW IT IS HEREBY AGREED BY and between the parties hereto as follows:—

(1) In consideration of the sum of Rupees..... (insert amount of the first instalment) to be paid by the Employees' Provident Fund Organisation, after the execution of this Agreement for the purchase of land and the sum of Rupees. (insert balance amount to be paid) to be paid by the Employees' Provident Fund Organisation to the Borrower as provided in the said rules, the Borrower hereby agrees with the Employees' Provident Fund Organisation.

(a) to repay to the Employees' Provident Fund Organisation the said amount of Rupees..... (full amount of loan) with interest calculated in accordance with the said rules for the time being in force by.....(number to be filled in) monthly instalments of Rupees.....from his pay commencing from the month of.....nineteen hundred and.....or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Employees' Provident Fund Organisation to make such deductions from his monthly pay and leave salary bills;

(b) to assign in favour of the Employees' Provident Fund Organisation by way of security all his rights as the Purchaser of the said land in respect of the said land and as against the said.....(insert name of the Vendor) as soon as he has paid the purchase price of the said land and obtained possession of the said land and for the purpose execute a further assurance in the form provided in the said rules;

(c) to complete construction of the said house within eighteen months of the date of drawal of the first instalment of advance strictly in accordance with the plan and specifications to be approved by the Employees' Provident Fund Organisation and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the competent authority;

(d) if the actual amount paid for the construction of the house is less than the amount received under these presents by the Borrower to repay the difference to the Employees' Provident Fund Organisation forthwith; and

(e) to execute a document mortgaging the said land along with the house built thereon the Employees' Provident Fund Organisation as security for the amount agreed to be advanced to the borrower under these presents as also for the interest payable on the said amount, in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.

(2) If the borrower fails to complete the construction of the said house as hereinbefore agreed, or fails to execute the further assurance after he has paid the purchase price of the said land and taken possession of the said land or fails to execute the mortgage deed after the necessary conveyance or assurance has been executed in his favour or if the borrower becomes insolvent or quits the service of the Employees' Provident Fund Organisation or dies, the whole amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Employees' Provident Fund Organisation.

(3) The Employees' Provident Fund Organisation shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(4) Without prejudice to any other right of the Employees' Provident Fund Organisation in that behalf, if any amount becomes refundable or payable by the borrower to the Employees' Provident Fund Organisation, the latter will be entitled to recover the same as arrears of land revenue

*(5) The stamp duty payable on these presents shall be borne and paid by the Employees' Provident Fund Organisation.

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF THE BORROWER has hereto set his hand and the Central Board of Trustees, Employees' Provident Fund has caused.ior and on its behalf to set his hand the date and year first before written.

Signed by the said Borrower:
in the presence of:

.....
(Signature of the Borrower)

1st Witness
Address:
Occupation
2nd Witness
Address:
Occupation

Signed by Shri in the Office of in the presence of:

.....
(For and on behalf of the
Central Board of Trustees,
Employees' Provident Fund.)

1st Witness
Address:
Occupation
2nd Witness:
Address:
Occupation

*Strike off this clause if the agreement is executed in the States other than Assam, Gujarat, Madhya Pradesh, Maharashtra, Punjab, Rajasthan, Uttar Pradesh, West Bengal and Bihar (This clause shall be retained in respect of the agreements executed in the Union territories).

FORM NO. 8

Special form of agreement to be executed by an employee before drawing the second instalment of advance for building a house in a case in which he has drawn the first instalment of advance for purchasing the land after executing an Agreement in Form No. 6 or No. 7 and where the title to the land will be passed to him after the house is built.

AN AGREEMENT MADE THIS.....day of.....ONE THOUSAND NINE HUNDRED AND.....BETWEEN.....son of.....at present serving as.....(hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Central Board of Trustees, Employees' Provident Fund (hereinafter called 'the Employees' Provident Fund Organisation' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part. WHEREAS the borrower desires to construct a house on the land at.....described in the Scheduled hereto.

AND WHEREAS the Borrower has under the provision of the Rules framed by the Central Board of Trustees to regulate the grant of advances to its employees for building etc. of houses, (hereinafter referred to as the 'said rules', which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) applied to the sanctioning authority for an advance of Rupees.....and the latter has sanctioned an advance of Rupees.....(insert full amount sanctioned) to the Borrower vide Office letter No. dated.....a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein, And whereas pursuant to an agreement dated.....executed between the parties herein the Employees' Provident Fund Organisation advanced to the Borrower a sum of Rs.....(insert first instalment paid) out of the aforesaid sanctioned sum of.....(insert full amount sanctioned) to enable the Borrower to purchase the above land and on the terms and conditions set out in the said Agreement.

AND WHEREAS the Borrower has paid the purchase price of the said land to.....(insert the name of the Vendor) from the aforesaid advance and has obtained possession of the said land,

AND WHEREAS the borrower has requested the Employees' Provident Fund Organisation to advance the balance of the aforesaid sanctioned amount. And whereas pursuant to an agreement between the said and the Borrower the conveyance of the said land will be executed in favour of the Borrower by the said.....(insert name of the Vendor) only on the construction of the house thereon.

NOT IT IS HEREBY AGREED BY AND between the parties hereto as follows:—

(1) In consideration of the sum of Rupees.....(insert first instalment) already paid by the Employees' Provident Fund Organisation and the balance of Rs.....(insert balance payable) to be paid by the Employees' Provident Fund Organisation to the Borrower as provided by the said rules, the Borrower, with intent to secure repayment of the said sum of Rs. (full amount of loan sanctioned) (Rs.....) hereby assigns to the Employees' Provident Fund Organisation by way of security, all his rights as Purchaser of the said land described in Schedule hereto, in respect of the said land and as against the said.....(insert name of Vendor).

(2) The borrower hereby agrees with the Employees' Provident Fund Organisation:—

(a) to repay to the Employees' Provident Fund Organisation the said amount of Rupees.....(insert full amount of loan sanctioned) with interest calculated in accordance with the said rules for the time being in force by..... (number to be filled) monthly instalments of Rupees.....from his pay commencing from the month of..... nineteen hundred and.....or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Employees' Provident Fund Organisation to make such deductions from his monthly pay and leave salary bills;

(b) to complete construction of the said house within eighteen months of the date of drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been

computed and sanctioned or within such extended period as may be laid down by the Employees' Provident Fund Organisation and to obtain the necessary conveyance or assurance in his favour within a period of three months of the date of completion of the house;

(c) If the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Employees' Provident Fund Organisation forthwith:

(d) to execute a document mortgaging the said land along with the house built thereon to the Employees' Provident Fund Organisation as security for the total amount advanced to the borrower as also for the interest payable on the said amount in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.

(3) If the borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as herein before provided, or if the borrower becomes insolvent or quits the service of the Employees' Provident Fund Organisation or dies, the whole amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Employees' Provident Fund Organisation and the latter shall be entitled without prejudice to its other rights to proceed to realise the security hereby granted.

(4) The Employees' Provident Fund Organisation shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(5) Without prejudice to any other right of the Employees' Provident Fund Organisation in that behalf, if any amount becomes refundable or payable by the borrower to the Employees' Provident Fund Organisation, the latter will be entitled to recover the same as arrears of land revenue.

*(6) The stamp duty payable on these presents shall be borne and paid by the Employees' Provident Fund Organisation.

SCHEDULE ABOVE REFERRED TO

(Set out the description of the land)

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and the Central Board of Trustees Employees' Provident Fund has caused..... for and on its behalf to set his hand the date and year first before written.

Signed by the said Borrower in the presence of;

.....
(Signature of the Borrower)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

Signed by Shri.....in the office of.....

.....
(For and on behalf of the
Central Board of Trustees,
Employees' Provident Fund.)

In the presence of:

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

*Strike off clause (8) if the agreement is executed in States other than Assam, Gujarat, Madhya Pradesh, Maharashtra, Punjab, Rajasthan, Uttar Pradesh, West Bengal and Bihar. (This clause shall be retained in respect of the agreement executed in the Union Territories).

FORM NO. 9

Special form of Agreement to be executed by an employee before drawing the first instalment of advance for building a house in a case, in which the land is purchased by him with his own funds, but the title to the land will be passed to him after the house is built.

AN AGREEMENT MADE THIS.....day of.....one thousand nine hundred and.....between.....son of.....at present serving as.....(hereinafter called 'the Borrower', which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives of the one part and the Central Board of Trustees, Employees' Provident Fund (hereinafter called the Employees' Provident Fund Organisation which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns), of the other part, WHEREAS the Borrower has agreed with.....(insert name of the Vendor) to purchase from him the land at.....described in the Schedule hereto annexed and has paid the price out of his own funds and obtained possession of the said land, And Whereas the Borrower desires to construct a house on the said land, And Whereas pursuant to an agreement between the said.....and the Borrower the conveyance of the said land will be executed in favour of the Borrower by the said.....(insert name of the vendor) only on the construction of the house thereon. And WHEREAS THE BORROWER has under the provision of the rules framed by the Central Board of Trustees to regulate the grant of advances to its employees for building of houses (hereinafter referred to as the "said rules", which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the sanctioning authority for an advance of Rupees.....and the latter has sanctioned an advance of Rupees.....(insert full amount sanctioned) to the Borrower vide the Office letter No.dated.....a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

NOW IT IS HEREBY AGREED BY AND between the parties hereto as follows:—

(1) In consideration of the sum of Rupees.....(insert first instalment) to be paid by the Employees' Provident Fund Organisation after the execution of this agreement and the balance of Rupees.....to be paid by the Employees Provident Fund Organisation to the Borrower as provided in the said rules, the Borrower with intent to secure repayment of the said sum of Rupees.....(insert full amount sanctioned), (Rupees.....) hereby assigns to the Employees' Provident Fund Organisation by way of security all his rights as Purchaser of the said land described in Schedule hereto, in respect of the said land and as against the said.....(insert name of Vendor).

(2) The Borrower hereby agreed with the Employees' Provident Fund Organisation—

(a) to repay the Employees' Provident Fund Organisation the said amount of Rupees.....(insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by.....(number to be filled) monthly instalments of Rupees.....from his pay commencing from the month of.....nineteen hundred and.....or from the month following the completion of the house whichever is earlier and the Borrower hereby authorises the Employees' Provident Fund Organisation to make such deduction from his monthly pay and leave salary bills.

(b) to complete construction of the said house within eighteen months of the date of drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the competent authority and to obtain the necessary conveyance or assurance in his favour within a period of three months from the date of completion of the house.

(c) if the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Employees' Provident Fund Organisation forthwith.

(d) to execute a document mortgaging the said land along with the house built thereon to the Employees' Provident Fund Organisation as security for the amount advanced to the borrower as also for the interest payable on the said amount in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.

(3) If the Borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as hereinbefore provided, or if the Borrower becomes insolvent or quits the service of the Employees' Provident Fund Organisation or dies, the amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Employees' Provident Fund Organisation and the latter shall be entitled without prejudice to its other rights to proceed to realize the security hereby granted.

(4) The Employees' Provident Fund Organisation shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(5) Without prejudice to any other right of the Employees' Provident Fund Organisation in that behalf if any amount becomes refundable or payable by the Borrower to the Employees' Provident Fund Organisation, the latter will be entitled to recover the same as arrears of land revenue.

(6) *The stamp duty payable on these presents shall be borne and paid by the Employees' Provident Fund Organisation.

SCHEDULE ABOVE REFERRED TO

(Set out the description of the land)

IN WITNESS WHEREOF THE BORROWER HAS hereunto set his hand and the Central Board of Trustees, Employees' Provident Fund has caused for and on its behalf to set his hand the date and year first before written.

Signed by the said Borrower in the presence of:

.....
(Signature of the Borrower)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

Signed by Shri in the office of
in the presence of.....

(For and on behalf of the Central
Board of Trustees, Employees' Provident Fund.)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

*Strike off this clause if the agreement is executed in States other than Assam, Gujarat, Madhya Pradesh, Maharashtra, Punjab, Rajasthan, Uttar Pradesh, West Bengal and Bihar (This clause shall be retained in respect of the agreements executed in the Union Territories).

FORM NO. 10

Rules to regulate the grant of Advance to an employee for the building, etc of houses

(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS that I ... son of a resident of in the District of at present employed as a permanent in the (hereinafter called "the Surety") am held and firmly bound unto the Central Board of Trustees, Employees' Provident Fund, (hereinafter called "Employees' Provident Fund Organisation" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) in the sum of Rs (Rupees only) to be paid to the Employees' Provident Fund Organisation FOR WHICH PAYMENT to be well and truly made I hereby bind myself, my heirs, executors, administrators, and representatives firmly by these presents As witness my hand this day of one thousand nine hundred and

WHEREAS son of a resident of in the District of at present employed as a temporary/permanent in the (hereinafter called "the Borrower") *(but is due to retire on) applied to the Employees' Provident Fund Organisation for an advance of Rs for the purpose of @ purchasing land and/or constructing a new house or enlarging living accommodation in an existing house @ purchasing a ready built house.

AND WHEREAS the Employees' Provident Fund Organisation sanctioned the payment of Rs (Rupees only) under the Rules framed by the Central Board of Trustees to regulate the grant of advances to its employees for building, etc of houses

AND WHEREAS the Borrower has undertaken to repay the said amount in monthly instalments AND WHEREAS the Borrower has further undertaken to Mortgage the house built/purchased with the help of the said amount and to observe the provisions of the said Rules AND WHEREAS in consideration of the Employees' Provident Fund Organisation having agreed to grant the aforesaid advance to the Borrower the Surety has agreed to execute the above bond with such condition as hereunder is written

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the said or any other office duly and regularly pay or cause to be paid to the Employees' Provident Fund Organisation the amount of the aforesaid advance owing to the Employees' Provident Fund Organisation by instalments until the said sum of Rs (Rupees only) shall be duly paid or mortgaged to the Employees' Provident Fund Organisation the house built/purchased referred to above whichever event happen earlier, then this bond shall be void otherwise the same shall be and then remain in full force and virtue BUT SO NEVERTHELESS that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Employees' Provident Fund Organisation, the whole or so much of the said principal sum of Rs (Rupees only) together with the interest as shall remain unpaid shall immediately become due and payable to the Employees' Provident Fund Organisation and recoverable from the Surety in one instalment by virtue of this bond

The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Employees' Provident Fund Organisation to the said Borrower.

**The stamp duty payable in respect of these presents shall be borne and paid by the Employees' Provident Fund Organisation

*Strike out if not required

@Strike off whatever is not applicable

**Strike off this clause if the agreement is executed in State other than Assam Gujarat, Madhya Pradesh, Maharashtra, Punjab, Rajasthan, Uttar Pradesh West Bengal and Bihar (This clause shall be retained in respect of agreements executed in the Union Territories)

In Witness whereof the Surety has hereunto set his hand at.....
day of 196

(Signature of Surety)

Designation.....

Office to which attached

Signature, address and occupation of the witness.

In the presence of—

(I)

(II)

Signed by Shri

for and on behalf of the Central
Board of Trustees, Employees' Pro-
vident Fund

In the presence of—

1st Witness

Address:

Occupation

2nd Witness

Address:

Occupation

FORM NO. 11

(Form of Reconveyance for House building Advances.)

THIS DEED OF RECONVEYANCE IS MADE THE..... DAY
OF..... 19..... BETWEEN THE Central Board of Trustees, Em-
ployees' Provident Fund (hereinafter called the Mortgagee which expression shall
unless excluded by or repugnant to the subject or context include his successors in
office and assigns) of the one part and of (hereinafter
called the mortgagor which expression shall unless excluded by or repugnant to the
subject or context include his/her heirs, executors, administrators and assigns) of
the other part.

WHEREAS by an Indenture of mortgage, dated the day
of 19..... and made BETWEEN the Mortgagor
of the one part and the Mortgagee of the other part and registered ..
In Book volume Pages
to as No. for (hereinafter called the
PRINCIPAL INDENTURE). The Mortgagor by the said Principal Indenture mort-
gaged the property at and more particularly described in the sche-
dule hereunder written to the Mortgagee to secure an advance of Rs.
made by the Mortgagee to the Mortgagor.

AND WHEREAS ALL MONEY due and owing on the security of the PRINCI-
PAL INDENTURE have been fully paid and satisfied and the Mortgagee has ac-
cordingly at the request of the Mortgagor agreed to execute reconveyance of the
Mortgaged premises as is hereinafter contained. NOW THIS INDENTURE WIT-
NESSETH that in pursuance of the said agreement and in consideration of the
premises the Mortgagee doth hereby grant assign and reconvey unto the Mortgagor,
ALL THAT THE PIECE OF land situated at and comprised in the
said Principal indenture and more particularly described in the Schedule here-
under written with their rights, easements and appurtenances as in the PRINCI-
PAL INDENTURE expressed and all the estates right title interest property claim
and demand whatsoever of the Mortgagee into out of or upon the said premises by
virtue of the PRINCIPAL INDENTURE to have and to hold the premises herein-
before expressed to be hereby granted, assigned and reconveyed unto and to the
use of the Mortgagor, for ever freed and discharged from all moneys intended to
be secured by the said PRINCIPAL INDENTURE and from all actions, suits, ac-
counts, claims and demands for, or in respect of the said moneys or any part there-
of, or, for or in respect of, the PRINCIPAL INDENTURE OR of anything relating
to the premises AND THE MORTGAGEE hereby covenants with the Mortgagor
that the Mortgagee has not done or knowingly suffered or been partly or privy to
anything whereby the said premises or any part thereof, are or can be impeach-
ed, encumbered or affected in title estate or otherwise howsoever,

SCHEDULE ABOVE REFERRED TO

IN WITNESS whereof the Mortgagee has caused..... for and on its behalf to set his hand the day and year first above written.

Signed by for and/on behalf of the Mortgagee in the presence of.....

FORM NO. 12

Form of letter for intimating to the Insurance Company, interest of the Chairman, Central Board of Trustees, Employees' Provident Fund, in insurance policies of houses constructed/purchased with house building advance admissible under the rules.

From

To

Dear Sir,

I am to inform you that the Central Board of Trustees, Employees' Provident Fund is interested in House Insurance Policy No..... secured in your Company and to request that you will kindly insert a clause to the following effect in the policy:—

Form of clauses to be inserted in the Insurance Policy.

1. It is hereby declared and agreed that Shri..... (the owner of Building) bearing Municipal No. (hereinafter referred to as the Insured in the Schedule to this Policy) has mortgaged the house to the Central Board of Trustees, Employees' Provident Fund (hereinafter called the Central Board) as security for an advance for the construction of the house and it is further declared and agreed that the Central Board is interested in any monies which but for this endorsement be payable to the said Shri (the Insured under this policy) in respect of loss or damage to the said house (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the Central Board as long as it is the mortgagee of the house and its receipt shall be full and final discharge to the Companies in respect of such loss or damage.

2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the Insured or the Companies respectively, under or in connection with this policy or any term, provision or condition thereof.

Place

Yours faithfully,

Date

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the Policy and also if the premium is not paid periodically for renewal.

Place

(Designation of the Officer)

Date

NOTE.—Before paying stamp duty on this document, the applicants are advised to contact the respective state Governments/Administrations for ascertaining whether exemption from payment of stamp duty is available.

FORM NO. 13

OFFICE OF THE.....

Statement showing the particulars of the applications sanctioned and amounts disbursed under the House Building Advances Rules for the quarter ending.....

Particulars of the applications sanctioned in the quarter				Particulars of the disbursements made in the quarter					
No. and date of the letter of approval issued by the Central Office	No. & date of the sanction letter issued by the sanctioning authority	Name of the employee	Amount of loan sanctioned	No. & date of letter of approval issued by the Central Office	Amount disbursed	Stage of disbursement (i.e. whether first/second/third/fourth/instalment)	Date of disbursement	Whether house is under construction or has been completed	Remarks

[No. 52(1)/64-PF-I.]

P. D. GAIHA, Dy. Secy.

(Department of Labour and Employment)*New Delhi, the 17th March 1966*

G.S.R. 444.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules relating to recruitment to the post of Deputy Labour Commissioner, in the Office of the Labour Commissioner, Delhi Administration, Delhi, namely:—

1. **Short title.**—These rules may be called the Delhi Administration (Deputy Labour Commissioner) Recruitment Rules, 1966.

2. **Application.**—These rules shall apply to the post specified in column 1 of the Schedule hereto annexed.

3. **Classification, scale of pay, method of recruitment, etc.**—The classification of the said post, its scale of pay, method of recruitment and other matters connected therewith shall be as specified in columns 3 to 13 of the said Schedule.

4. **Disqualification.**—(a) No person who has more than one wife living or who having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life time of such spouse, shall be eligible for appointment to the aforesaid post, and

(b) no woman whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage shall be eligible for appointment to the said post;

Provided that the Central Government may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule,

SCHEDULE

Recruitment rules for the post of Deputy Labour Commissioner under Delhi Administration, Delhi

Name of post	No. of posts	Classification	Scale of pay	Whether selection post or non-selection post	Age limit for direct recruits	Educational and other qualifications required	Whether age & educational qualifications prescribed for the direct recruits will apply in the case of promotees	Period of probation, if any	Method of recruitment whether by direct rectt. or by promotion or transfer & percentage of the vacancies to be filled by various methods	In case of rectt. by promotion/transfer grades from which promotion to be made	If a D.P.C. exists what is its composition	Circumstances in which U. P.S.C. is to be consulted in making recruitment
1	2	3	4	5	6	7	8	9	10	11	12	13
Deputy Labour Commissioner.	1	General Civil Service Class I Gazetted	(i) Rs. 700—1250 if held by an officer other than one of the Delhi Himachal Pradesh Civil Service/State Civil Service of any other State. (ii) Grade pay plus special pay Rs. 100/- if held by an	Selection	Not applicable	Not applicable	Not applicable	Two years.	By promotion failing which by transfer on deputation.	Promotion : Conciliation Officer with 3 years service in the grade. Transfer on deputation : Suitable officers holding analogous posts under Central/State Governments.	Class I Departmental Promotion Committee.	As required under the rules.

1	2	3	4	5	6	7	8	9	10	11	12	13
			officer of the Delhi Hima- chal Pradesh Civil Service, State Civil Service of any other State.							(Period of de- putation ordi- narily not ex- ceeding 3 yrs.)		

[No. 543/53/65-Fac.]

VIDYA PRAKASH, Dy. Secy.

(Department of Labour and Employment)

New Delhi, the 19th March 1966

G.S.R. 445.—In exercise of the powers conferred by the proviso to article 309 of the Constitution and in supersession of the Chief Labour Commissioner (Central) Recruitment Rules, 1962, published with the notification of the Government of India in the Ministry of Labour and Employment No. G.S.R. 119, dated the 19th January, 1962, the President hereby makes the following rules regulating the method of recruitment to the post of Chief Labour Commissioner (Central), namely:—

1. Short title and commencement.—(1) These rules may be called the Chief Labour Commissioner (Central) Recruitment Rules, 1966.

(2) They shall come into force on the date of their publication in the Official Gazette

2. Application.—These rules shall apply to the post of Chief Labour Commissioner (Central) under the Chief Labour Commissioner Organisation as specified in column 1 of the Schedule annexed hereto

3. Number, classification and scale of pay.—The number of post, its classification and the scale of pay attached to it shall be as specified in columns 2 to 4 of the said Schedule.

4. Method of recruitment, age limit and other qualifications.—The method of recruitment to the said post, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the Schedule aforesaid.

Recruitment rules for the Post of Chief Labour Commissioner (Central), in the Chief Labour

Name of post	No. of posts	Classification	Scale of Pay	Whether Selection Post or non-Selection Post	Age limit for direct recruits	Educational and other qualifications required for direct recruits
1	2	3	4	5	6	7
Chief Labour Commissioner (Central)	One	General Central Service Class I (Gazetted)	Rs. 1800—100—2000	Selection	Not Applicable	Not Applicable

Commissioner's Organisation in the Ministry of Labour, Employment and Rehabilitation.

Whether age and educational qualifications prescribed for the direct recruits will apply in the case of Promotees	Period of probation, if any	Method of rectt. whether by direct rectt. or by promotion or by deputation/transfer & percentage of the vacancies to be filled by various methods	In case of rectt. by promotion/deputation/transfer, grades from which promotion/deputation/transfer to be made	If a DPC exists, what is its composition	Circumstances in which U.P. S.C. is to be consulted in making rectt.
8	9	10	11	12	13
Not applicable	Two years	By promotion failing which by transfer on deputation.	<i>Promotion</i> Deputy Chief Labour Commissioner with 3 years continuous service in the grade. <i>Transfer on deputation.</i> An officer of the I.A.S. or Central Services, Class I. (Period of deputation—ordinarily not exceeding 5 years).	Class I Departmental Promotion Committee.	As required under the rules.

[No. F. 16(61)/64-LR.III.]

K. D. HAJELA, Under Secy.

(Department of Labour and Employment)*New Delhi, the 22nd March 1966*

G.S.R. 446.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after having enquired into the matter, hereby specifies that, with effect from the 1st April, 1966, section 6 of the said Act shall, in its application to every establishment engaged in the manufacture of textiles made wholly or in part of Natural Silk and employing fifty or more persons, be subject to the modification that for the words "six and a quarter per cent" the words "eight per cent" were substituted.

[No. 15/9/63-PF.II.]

DALJIT SINGH, Under Secy.

MINISTRY OF FINANCE**(Department of Economic Affairs)****CORRIGENDUM***New Delhi, the 14th March 1966*

G.S.R. 447.—In the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. GSR 1889, dated the 16th December, 1965, published in Part II—Section 3—Sub-section (i) of the Gazette of India Extraordinary, dated the 16th December, 1965—

At page 660, in line 8,

For "Postmaster"

Read "Officer-in-Charge".

[No. F. 3(4)-NS/65.]

V. S. RAJAGOPALAN, Under Secy.

(Department of Revenue and Insurance)*New Delhi, the 16th March 1966*

G.S.R. 448.—In exercise of the powers conferred by clause (2) of article 77, read with clause (1) of article 299, of the Constitution, the President hereby makes the following rules, namely:—

All agreements and contracts mentioned hereunder and made in exercise of the executive powers of the Union shall be executed on behalf of the President and authenticated by the Deputy Director, Emergency Risks Insurance, Department of Revenue and Insurance, Ministry of Finance, namely:—

“Settlement of claims under paragraph 19 of the Emergency Risks (Goods) Insurance Scheme framed under sub-section (1) of section 5 of the Emergency Risks (Goods) Insurance Act, 1962 (62 of 1962) and paragraphs 17 and 18 of the Emergency Risks (Factories) Insurance Scheme framed under sub-section (1) of section 3 of the Emergency Risks (Factories) Insurance Act, 1962 (63 of 1962), not exceeding ten thousand rupees in a single case, which are proved to the satisfaction of the Deputy Director, Emergency Risks Insurance, without reference to the Central Government unless there are principles involved including any question of interpretation of law which are required to be considered by the Central Government.”

[No. F. 117/3/Ins.I/65.]

A. RAJAGOPALAN,Officer on Special Duty & *Ex-officio* Jt. Secy.**(Department of Revenue and Insurance)****CUSTOMS***New Delhi, the 26th March 1966*

G.S.R. 449.—In exercise of the powers conferred by sub-section (1) of section 25, read with sub-section (3) of section 160, of the Customs Act, 1962, (52 of 1962), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendment in the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 145-Customs, dated the 10th May, 1958, namely:—

In paragraph (2) (b) of the said notification, for the words “Signal equipment including Wireless equipment and spares, used exclusively by the Defence Services”, the words “Signal equipment including wireless equipment and component parts thereof, used exclusively by the Defence Services” shall be substituted.

[No. 51/F. No. 5/106/65-Cus. I.]

D. N. LAL, Dy. Secy.**(Department of Revenue and Insurance)****CENTRAL EXCISES***New Delhi, the 26th March 1966*

G.S.R. 450.—In exercise of the powers conferred by sub-rule (1) of rule 8 of the Central Excise Rules, 1944, and in supersession of the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 91/62-Central Excise, dated the 19th May, 1962, the Central Government hereby exempts Patent or Proprietary Medicines, falling under Item No. 14-E of the First Schedule to the Central Excises and Salt Act, 1944 (1 of 1944), from so much of the duty of excise leviable thereon as is in excess of—

- (1) $7\frac{1}{2}$ per cent of the value calculated after allowing a discount of 10 per cent on the price specified in the price-list showing the wholesale prices referred to in the Drugs (Display of Prices) Order, 1962, issued under sub-rule (2) of rule 125 of the Defence of India Rules, 1962, or

- (2) 7½ per cent of the value calculated after allowing a discount of 25 per cent on the price specified in the price-list showing the retail price referred to in the said Order:

Provided that the aforesaid exemption shall be admissible only if the price-list represents the prices at which the medicines are ordinarily sold to retail dealers or consumers, as the case may be:

Provided further that a manufacturer shall, at his option, be allowed to claim exemption under this notification in respect of all medicines cleared by him either in relation to the wholesale prices or in relation to the retail prices:

Provided further that when once a manufacturer has exercised such option in any financial year he shall not be entitled to vary that option in that financial year.

Explanation.—In the price specified in the price-lists referred to above, the element of excise duty, if any, added to the price of any of the medicines shall be deducted before allowing the discount.

[No. 39/66.]

E. R. SRIKANTIA, Under Secy.

(Department of Revenue and Insurance)

CENTRAL EXCISES

New Delhi, the 26th March 1966

G.S.R. 451.—In exercise of the powers conferred by section 37 of the Central Excises and Salt Act, 1944 (1 of 1944), the Central Government hereby makes the following rules further to amend the Central Excise Rules, 1944, namely:—

1. These rules may be called the Central Excise (2nd Amendment) Rules, 1966.
2. In the Central Excise Rules, 1944, after rule 96-D; the following rule shall be inserted, namely:—

“96-E Procedure for removal of cotton yarn from one factory to another without payment of duty for the manufacture of cotton fabrics:—

Cotton yarn may be removed without payment of duty from one factory to another for the purpose of manufacture of cotton fabrics subject to the observance of the procedure hereinafter prescribed.

- (1) For the purposes of this rule, “factory” means a factory working with the aid of power in which—

- (a) cotton yarn is spun and cotton fabrics are woven; or
- (b) only cotton fabrics are woven and the duty thereon is paid on square metre basis; or
- (c) only cotton yarn is spun.

(2) When cotton yarn is removed from one factory to another, the consignee or the consignor shall, before the goods are removed, enter into a bond in such form as may be prescribed by the Collector and with such surety or sufficient security and under such conditions as the Collector approves, in a sum equal at least to the duty chargeable on such goods for the due arrival and receipt thereof at the factory of destination within such time as the proper officer directs.

(3) Such bond shall be furnished to the officer-in-charge of the factory of removal or the factory of destination, according as the bond is executed by the consignor or the consignee.

(4) Such bond shall not be discharged until such goods are produced to the Officer at the factory of destination and are duly received in such factory, or are otherwise accounted for to the satisfaction of the Officer having jurisdiction over executor of the bond, or until the full duty due upon any deficiency in such goods not so accounted for has been paid.

(5) For purposes of such a discharge, if the bond has been furnished by the consignor, an essential condition shall be the prior receipt by the officer-in-charge of the factory of removal, of the duplicate application from the officer-in-charge of the factory of destination with his certificate of receipt recorded thereon.

(6) The Collector may permit any person entitled under these rules to remove processed goods from one factory to another to enter into a general bond with such surety or sufficient security, in such amount, and under such conditions, as the Collector approves, for the removal, from time to time, of any goods from one factory to another, and for the due arrival and receipt thereof at the factory of destination within such time as the proper officer directs:

Provided that, in the event of death, insolvency or insufficiency of the surety or where the amount of bond is inadequate the Collector may, in his discretion, demand a fresh bond, and may if the security furnished for a bond is not adequate, demand additional security."

[No. 40/66-CE--F. No. 9/68/64-CXII.]

G.S.R. 452.—In exercise of the powers conferred by sub-rule (1) of rule 8 of the Central Excise Rules, 1944, the Central Government hereby makes the following amendment in the notification of the Government of India, in the Ministry of Finance (Department of Revenue and Insurance) No. 29/66-Central Excises, dated the 1st March, 1966, namely:—

In the said notification—

- (i) clause 5 of the second proviso shall be omitted and shall be deemed never to have been inserted;
- (ii) the existing Explanation shall be numbered as Explanation 2, and before that Explanation as so numbered, the following Explanation shall be inserted, namely:—

"Explanation 1: This notification shall apply also to cotton fabrics produced on powerlooms by any person who had, at any time during the period beginning from the 28th day of February, 1965 and ending with the 28th February, 1966 (both days inclusive), applied in pursuance of rule 174 or other relevant provisions of the Central Excise Rules, 1944,—

- (a) for a licence for the first time to manufacture cotton fabrics on powerlooms, or
- (b) for amendment of any licence issued before the 28th day of February, 1965 for the manufacture of such fabrics so as to effect a change in the number of powerlooms or the location of the factory or the ownership of the powerlooms as specified in the licence,

whether after obtaining the permission of the Textile Commissioner therefor or not."

[No. 41/66-CE—F. No. B1/69/65-CXI/CXII.]

G.S.R. 453.—In exercise of the powers conferred by sub-rule (1) of rule 8 of the Central Excise Rules, 1944, the Central Government hereby makes the following further amendment in the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 41/65-Central Excises, dated the 28th February, 1965, namely:—

In the said notification, after the second proviso, the following proviso shall be inserted, namely:—

"Provided also that any person who, on or after the 28th February, 1965 has applied in pursuance of rule 174 or other relevant provision of the Central Excise Rules, 1944, for the licence to manufacture unprocessed cotton fabrics on powerlooms, shall, with effect from 26th March, 1966, be required to pay at the rate of Rs. 80/- per powerloom for a quarter or Rs. 300/- per powerloom for a year until he has obtained the Textile Commissioners permission in that behalf."

[No. 42/66-CE—F. No. 16/104/65-CXII.]

DAYA SAGAR, Under Secy.

(Department of Revenue and Insurance)

[Tax Credit (Exports) Division]

New Delhi, the 17th March 1966

G.S.R. 454.—In continuation of this Departments' Notification No. 3/1/65-TC(E), dated 27th September, 1965, published in Gazette of India Extraordinary, dated 28th September, 1965, G.S.R. No. 1472 and in pursuance of sub-paragraph (i) of paragraph 4 of the Tax Credit Certificate (Exports) Scheme 1965, the Central Government hereby specifies that the Deputy Director, Tax Credit (Exports), Delhi shall exercise additional jurisdiction in respect of all Custom stations in the State of Kerala for the period from 11th February, 1966 (afternoon) to 1st April, 1966 (afternoon).

[No. 18/F. No. 1/4/65-TC(E).]

Miss ANNA R. GEORGE,

Director, Tax Credit (Exports).

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT & CO-OPERATION

(Department of Co-operation)

New Delhi, the 14th March 1966

G.S.R. 455.—In pursuance of sub-section (3) of section 3 of the National Co-operative Development Corporation Act, 1962 (26 of 1962), the Central Government hereby notifies that the National Co-operative Development Corporation shall consist of the following members, namely :—

- | | | |
|--|-------------------|--|
| 1. The Minister of Food, Agriculture, Community Development and Co-operation.. | <i>Ex-officio</i> | |
| 2. The Deputy Minister incharge of Co-operation, Ministry of Food Agriculture, Community Development and Co-operation | " | |
| 3. The Secretary, Department of Co-operation Ministry of Food, Agriculture, Community Development and Co-operation | " | |
| 4. The Managing Director, Food Corporation of India. | " | |
| 5. The Financial Adviser, Ministry of Food, Agriculture, Community Development and Co-operation. | " | |
| 6. A representative of Ministry of Commerce | " | |
| 7. A representative of Department of Food, Ministry of Food, Agriculture, Community Development and Co-operation. | " | |
| 8. A representative of Department of Agriculture, Ministry of Food. Agriculture, Community Development & Co-operation. | " | |
| 9. A representative of the Planning Commission. | " | |
| 10. Deputy Governor in charge of Agricultural Credit Department representing the Reserve Bank of India. | Member | Nominated by the Reserve Bank under section 3(3)(ii). |
| 11. Managing Director, representing the State Bank of India. | " | Nominated by the State Bank of India under Section 3(3)(iii). |
| 12. The Managing Director, Central Warehousing Corporation, New Delhi. | " | Nominated by the Central Warehousing Corporation under section 3(3)(iv). |
| 13. Shri Brahm Perkash, M.P., General Secretary, National Co-operative Union of India, New Delhi. | " | Representative of the National Co-operative Union of India under section 3(3)(v)(a). |

- | | | |
|---|---|--|
| 14. Prof. D. R. Gadgil, Vice-Chancellor, Poona University, | „ | } Persons having special knowledge of rural economics and Co-operation under section 3(3)(v)(b). |
| 15. Prof. M. V. Mathur, Vice-Chancellor, Rajasthan University. | „ | |
| 16. Shri K. S. Subramania Gounder, President, Madras State Co-operative Supply & Marketing Society, Madras. | „ | } Persons recommended by State Governments on zonal basis under Section 3(3)(v)(c). |
| 17. Shri B. Muzumdar, Chairman, West Bengal Provincial Co-operative Bank, Calcutta. | „ | |
| 18. Shri Vishwa Nath Puri, President, Punjab State Co-operative Supply and Marketing Federation Ltd., Jullundur. | „ | |
| 19. Shri K. P. Pande, Chairman, Madhya Pradesh State Co-operative Bank, Bhopal. | | |
| 20. Shri Shanker Rao D. Kale, B. Sc.B.E., Chairman of Koparagaon Ahakari Sakhar Karkhana, Ahmednagar and President of Zilla Parishad, Ahmednagar. | | |

[No. F. 2-2/66-Pla.]

R. VENGU, Under Secy.

(Department of Food)**CORRIGENDUM***New Delhi, the 19th March 1966*

G.S.R. 456.—In the Order of the Government of India in the Ministry of Food & Agriculture (Department of Food) G.S.R. 132, dated the 10th January, 1966, published in Part II, Section 3, Sub-section (i) of the Gazette of India, dated the 22nd January, 1966, for the name "Shri P. G. Varghese" read "Shri P. G. Vargis".

[No. 116/1/65-B.P. III/Coord. Ce'l.]

K. B. THIAGARAJAN, Under Secy.

MINISTRY OF EDUCATION*New Delhi, the 16th March 1966*

G.S.R. 457.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules regulating the method of recruitment to certain Class I posts in the Indian Photo Interpretation Institute, Survey of India, under the Ministry of Education, namely:—

1. **Short title.**—These rules may be called the Indian Photo Interpretation Institute (Class I Posts) Recruitment Rules, 1966.

2. **Application.**—These rules shall apply for recruitment to the posts specified in column 1 of the Schedule annexed hereto.

3. **Number, classification and scale of pay.**—The number of posts, classification of the said posts and the scales of pay attached thereto shall be as specified in columns 2 to 4 of the said Schedule.

4. **Method of recruitment, age limit and other qualifications.**—The method of recruitment, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the Schedule aforesaid.

5. **Disqualification.**—(a) No person who has more than one wife living or who, having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life-time of such spouse, shall be eligible for appointment to the said posts; and

(b) no woman, whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to the said posts:

Provided that the Central Government may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

SCHEDULE

Recruitment rules for various class I Posts in the Indian Photo Interpretation Institute in Ministry of Education

Name of Post	No. of posts	Classification	Scale of Pay	Whether Selection Post or non Selection Post	Age limit for direct recruits	Educational and other qualifications required for direct recruits	Whether age and educational qualifications prescribed for the direct recruits will apply in the case of Promotees	Period of probation if any	Method of rectt. whether by direct rectt. or by promotion or by deputation/transfer & percentage of the vacancies to be filled by various methods	In case of rectt. by promotion / deputation/ transfer, grades, from which promotion/deputation/transfer to be made.	If a DPC. exists, what is its composition	Circumstances in which U.P.S.C. is to be consulted in making rectt.
1	2	3	4	5	6	7	8	9	10	11	12	13
1. Head of Geological Division,	1	General Central Service Class I (Gazetted)	Rs. 1100—50—1400	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	By transfer on deputation	Transfer on deputation. Suitable Officers holding analogous posts under Central/State Governments. (Period of deputation—ordinarily not ex-	Not Applicable	As required under the rules.

2. Head of Forestry Division.	1	Do	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.
3. Head of Soil Survey Division	1	Do.	Do	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.
4. Chief Instructor/Professor Geology.	1	Do.	Do Rs. 900— 40—1100— 50/2—1250.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.
5. Chief Instructor/Professor Forestry.	1	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.
6. Chief Instructor/Professor, Soil Survey.	1	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.
7. Instructors/Assistant Professors.	3	Do.	Rs. 400— 400—450— 30—600— 35—600— EB—35— 950.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.

[No. 25-20/65-S.]
M. M. JAIN, Under Secy.

